AGENDA

City of Sedona
Planning and Zoning Commission Meeting

4:30 PM | **Tuesday, August 5, 2025**

NOTICE:
Pursuant to A.R.S. 38-431.02 notice is hereby given to the members of the Planning and Zoning Commission and to the general public that the Planning and Zoning Commission will hold a meeting open to the public on Tuesday, August 5, 2025, at 4:30 pm in the City Hall Council Chambers.

NOTES:

- Meeting room is wheelchair accessible. American Disabilities Act (ADA) accommodations are available upon request. Please phone 928-282-3113 at least 24 hours in advance.
- Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: www.SedonaAZ.gov

GUIDELINES FOR PUBLIC COMMENT

PURPOSE:

- To allow the public to provide input to the Planning and Zoning Commission on a particular subject scheduled on the agenda.
- Please note that this is not a question/answer session.

PROCEDURES:

- It is strongly encouraged that public input on the agenda items be submitted by sending an e-mail to planning@SedonaAZ.gov in advance of the 4:30 Call to Order.
- Fill out a "Comment Card" and deliver it to the Recording Secretary.
- When recognized, use the podium/microphone.
- State your Name and City of Residence
- Limit comments to 3 MINUTES.
- Submit written comments to the Recording Secretary.

1. CALL TO ORDER, PLEDGE OF ALLEGIENCE, ROLL CALL
2. ANNOUNCEMENTS & SUMMARY OF CURRENT EVENTS BY COMMISSIONERS & STAFF
3. APPROVAL OF THE FOLLOWING MINUTES:
   July 15, 2025 (R)
4. PUBLIC FORUM: *(This is the time for the public to comment on matters not listed on the agenda. The Commission may not discuss items that are not specifically identified on the agenda. Pursuant to A.R.S. § 38-431.01(H), action taken as a result of public comment will be limited to directing staff to study the matter, responding to criticism, or scheduling the matter for further consideration and decision at a later date.)*
5. CONSIDERATION OF THE FOLLOWING ITEM(S) THROUGH PUBLIC HEARING PROCEDURES:
   a. Public Hearing/discussion/possible direction regarding a request for Conceptual Development Review for a proposed 36-unit lodging project with amenities including a restaurant, spa, and other support uses, at 40 Art Barn Road and 520 & 586 N State Route 89A (Ambiente Creekside). The properties are zoned Commercial (CO), are ±19 acres, and are located on the southeast side of N State Route 89A at the Owenby Way Roundabout. APN: 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059.

      Case Number: PZ24-00015 (DEV)
      Property Owner: Axys Capital Total Return Fund LLC
      Applicant: Dutchman's Cove, LLC (Mike Stevenson)
6. FUTURE MEETING DATES AND AGENDA ITEMS
   a. Tuesday, August 19, 2025
   b. Tuesday, September 2, 2025
7. EXECUTIVE SESSION

   Upon a public majority vote of the members constituting a quorum, the Planning and Zoning Commission may hold an Executive Session that is not open to the public for the following purposes:

   a. To consult with legal counsel for advice on matters listed on this agenda per A.R.S. § 38-431.03(A)(3).
   b. Return to open session. Discussion/possible action on executive session items.
8. ADJOURNMENT

Physical Posting: July 31, 2025 By: MG

Planning & Zoning Commission Meeting Agenda Packets are available on the City's website at: www.SedonaAZ.gov or in the Community Development Office, 102 Roadrunner Drive approximately one week in advance of the meeting.

Note that members of the City Council and other City Commissions and Committees may attend the Planning and Zoning Commission meeting. While this is not an official City Council meeting, because of the potential that four or more Council members may be present at one time, public notice is therefore given for this meeting and/or event.

Staff Report
PZ24-00015 (DEV) Ambiente Creekside
Summary Sheet: Conceptual Review

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Meeting Date: August 5, 2025

Hearing Body: Planning and Zoning Commission

Project Summary: **Construction of a new 36-lodging unit resort with amenities including a restaurant, spa, and support uses.**

Action Requested: Conceptual Development Review Application

Staff Recommendation: None at this time

Location: 40 Art Barn Road and 520, 586 N State Route 89A

Parcel Numbers: 401-08-002A; 401-08-006A; 401-09-001A; 401-09-001B; 401-09-001C; 401-13-059

Owner: Axys Capital Total Return Fund, LLC

Applicant: Dutchman's Cove, LLC (Mike Stevenson)

Site Size: ± 19.36 acres

Community Plan Designation: Multifamily Medium Density (MFMD), Open Space (OS), and Commercial/Lodging (C/L)

Zoning: Commercial (CO) and Single-Family Residential (RS-35)

Current Land Use: House, Jordan Wellhouse, and Vacant

Surrounding Properties:

	Area Zoning	*Area Land Uses*
North:	CO	Art Barn
East:	NF	National Forest
South:	L	Arroyo Roble Timeshares
West:	L/CO	Retail/Lodging/Sedona Art Center

Report Prepared By: Cari Meyer, Planning Manager and Alex Ortega, Assistant Planner

Attachments: **Page**

1. Aerial View & Vicinity Map 10
2. Application Materials
    a. Application and Letter of Intent 14
    b. Conceptual Architectural Plans 32
    c. Preliminary Grading Plans 50
    d. Circulation Plan, Colors & Materials, Architectural Details 64
    e. Engineering Reports 77
3. Review Agency Comments 78
4. Draft Development Agreement 93

City of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

PURPOSE OF A CONCEPTUAL REVIEW

The purpose of the Conceptual Review is to give review agencies, Staff, the Planning and Zoning Commission, and the general public an opportunity to familiarize themselves with, and provide comments on, a development proposal in its early, conceptual stage of design. The process also affords the applicant an opportunity to become aware of major issues, concerns and suggestions prior to the completion of more detailed plans for comprehensive development review. This creates a timelier mechanism through which early design concepts may be revised to address areas of concerns.

At the Conceptual Review stage of a project, Staff does not evaluate for full conformance with specific code sections or provide a recommendation on the project. *However, Staff comments are noted in italics throughout this Staff Report.* Staff comments generally refer to future requirements or comments that have already been provided to the applicant.

PROJECT DESCRIPTION

The applicant is seeking a Conceptual Development Review with the expressed intent of developing a lodging project including the following:

- 36 lodging units (totaling 30,240 sq. ft.)
- Arrival building (6,400 sq. ft.)
- Restaurant/bar (12,200 sq. ft.)
- Fitness center/Orangerie (3,700 sq. ft.)
- Health spa (15,000 sq. ft.)
- Maintenance building (7,500 sq. ft.)
- 4 Employee housing units
- "Dutchman's quarters" (8,500 sq. ft.)
- 256 parking spaces

Development of this site is permitted in accordance with the Land Development Code (LDC) requirements, including Article 2 (Zoning Districts), Article 3 (Use Regulations), and Article 5 (Development Standards).

BACKGROUND AND PROPERTY INFORMATION

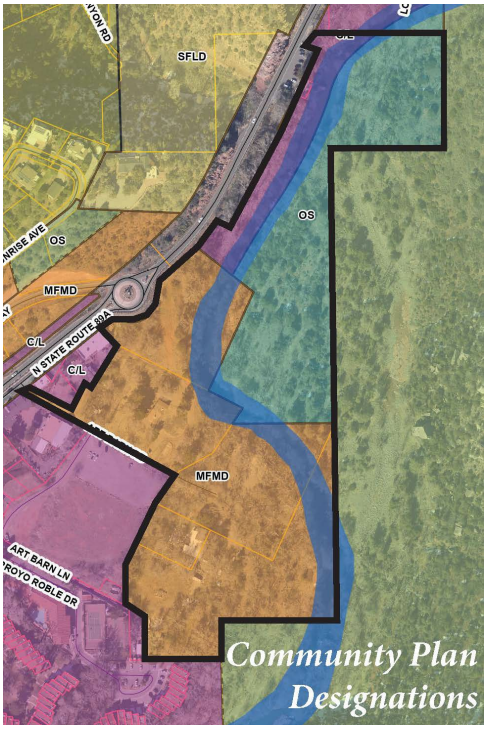
Site Characteristics

- The property is located on the east side of N State Route 89A, east of the Owenby Way roundabout.
- The property is currently accessed via Art Barn Road.
- The majority of the property is located within the floodway and the lower southwest corner is inside the 100-year floodplain.
- The project site is six (6) separate parcels totaling approximately 19.36 acres.
    - Existing structures include a house, office, and the Jordan Wellhouse; the remainder of the property is vacant.
    - The LOI indicates the Jordan Wellhouse will be preserved.
- The properties are not part of a recorded subdivision.
- The parcels are densely vegetated near the creek with sparse vegetation further away.

Community Plan and Zoning Designations

The property is designated MFMD (Multifamily Medium Density), OS (Open Space), and C/L (Commercial/Lodging) on the Community Plan Future Land Use Map. (See map to the top right)

- The area of the proposed development is designated MFMD (orange in image).
- The majority of the area on the east side of the creek is designated OS (teal in image).
- The C/L portion of the property is north of the proposed development area between the creek and N SR89A (pink in image).

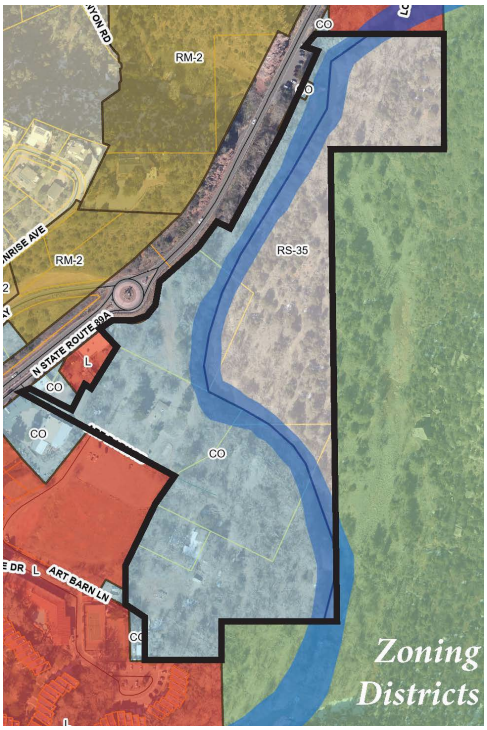


The property is zoned CO (Commercial) and RS-35 (Single Family Residential). (See map to bottom right)

- The area to the west of the creek is CO (blue in image).
- The area to the east of the creek is RS-35 (white in image).

Zoning and Project History

This property, along with a number of properties on the north side of N SR 89A, was subject to three different Planned Developments (PD) beginning in 1998. Each PD was a site-specific approval, outlining allowable uses, building design and placement, parking requirements, public amenities, etc. None of these plans were built, all PD approvals expired, and the site has remained vacant.



In 2024, the property owner, in partnership with the applicant, requested a zoning reversion to the last non-PD zoning of the property. This zoning reversion request covered all the properties that were a part of the PD (project site and properties on the north side of 89A). City Council approved the zoning reversion on August 13, 2024, pursuant to A.R.S. 9-462.01(E) and LDC Section 8.6(B)3.g.2, leaving the properties covered under this application with CO and RS-35 zoning. Documents from that meeting can be reviewed at the following link: Meetings - Agendas, packets, minutes | City of Sedona

While the applicant's stated intention in the zoning reversion request was to construct a hotel, CO zoning does not include lodging as a permitted use. Therefore, after the zoning reversion, the property owner, in partnership with the applicant, filed a "Request for Biding Waiver of Enforcement to Land Use Law." This request was approved by City Council on September 12, 2024 (Executive Session), allowing a maximum of 6 lodging units per parcel. Documents from that meeting can be reviewed at the following link: Agendas and Documents | City of Sedona

In addition to the above, the applicant has been working with the City Attorney's office to draft a Development Agreement regarding the project's inclusion of/participation in a public creekwalk. While not part of the Planning and Zoning Commission's review, the current draft of that agreement is included as Attachment 4 for reference.

PUBLIC INPUT

- The applicant has begun their outreach to neighboring business owners and residents and will be required to continue this process during the comprehensive review stage of this project.
- Project documents submitted by the applicant were placed on the Projects and Proposals page of the Community Development Department website.
- Property owners within 300 feet of the subject properties were notified of the Conceptual Review Public Hearing.
- The property was posted with a Notice of Public Hearing and a notice was published in the Red Rock News on July 18, 2025.
- All notices contain contact information or a way to submit comments. As of writing this report, Staff has not received any written comments on the project.

REVIEW AGENCY COMMENTS AND CONCERNS

Conceptual Development Review plans are routed to all internal and external review agencies. At this stage, comments generally involve what each agency will expect to see in the submittal packet for comprehensive review. The comments received have been provided to the applicant.

Comments were received from the following agencies, have been provided to the applicant, and are included as Attachment 3.

- City of Sedona Community Development, Planning
- City of Sedona Public Works
- City of Sedona Sustainability
- Sedona Fire District
- Arizona Department of Transportation

All review agencies will be given the opportunity to review the comprehensive submittal.

DEVELOPMENT PROPOSAL AND INITIAL EVALUATION

The applicant is applying for a Conceptual Development Review for a new resort including the following:

- 36-lodging unit resort with amenities (public restaurant/bar, health spa, fitness center), support uses (maintenance building), and parking
- Public access creek walk and public art installations
- Preservation of the historic George Jordan Wellhouse
- 4 employee housing units

A detailed description of the proposal is included in Attachment 2.a.

Phasing

- As indicated in the exhibits, the project is proposed to be developed in six (6) phases:
    1. Grading roads and parking areas, installing utilities, tree salvage and removal
    2. Maintenance building and staff housing
    3. Restaurant and pool terrace, retaining walls
    4. Health spa, Jordan Pumphouse, water works
    5. Arrival building
    6. Atriums (May move up in phasing in 6-unit groups)

Land Development Code (LDC)

A comprehensive evaluation for compliance with all applicable sections of the Land Development Code will be conducted during comprehensive review. Below is a summary of the code sections that may be used in review of the project.

LDC Section 2.3: RS-35: Large Lot Single-Family Residential

- The land to the east of the creek is zoned RS-35.
- Development standards in this section include minimum lot sizes, required setbacks, a maximum building coverage of 15%, and total coverage of 40%.

LDC Section 2.14: CO: Commercial

- The land to the west of the creek is zoned CO.
- Development standards in this section include minimum lot sizes, required front and exterior side setbacks, a maximum building coverage of 60%, and total coverage of 80%.

LDC Section 2.24.E: Building Height

- *More information will need to be provided during the comprehensive submittal. Based on the conceptual heights proposed, alternate standards will be required and portions of the roofs may need to be redesigned to comply with height requirements.*

LDC Article 3: Use Regulations

- Lodging is not permitted within the CO zone. However, due to the approved Waiver of Enforcement, a maximum of 6 lodging units are permitted on each property.
- Other proposed uses, including restaurants, spas, and housing are permitted in the CO zone.
- Uses on the east side of the creek must comply with uses permitted in the RS-35 zone.
    - *The plans show a private canopy walk (for use by hotel guests only). Hotel amenities are not permitted on the residential portion of the lot.*
- Applicable use specific standards are included in LDC Section 3.3. The final plans will be reviewed for compliance.

LDC Section 5.3: Grading and Drainage

- A preliminary grading and drainage plan was provided in the submittal packet along with a preliminary drainage report.
- The site is impacted by both the 100-year and 500-year floodplains with a large portion of the site being located within the floodway.
- *More information regarding the proposed grading will be required during the comprehensive review.*

LDC Section 5.4: Access, Connectivity, and Circulation

- The proposed primary vehicular access is from the roundabout on N State Route 89A with secondary access provided from Art Barn Road.
- Plans and the Letter of Intent indicate a roundabout at the intersection of Art Barn Road and Art Barn Lane along with driveways to valet parking lots and pathways for vehicles, emergency vehicles, pedestrians, etc.
    - *More information will be needed regarding public pathways, trails, and pedestrian access through the proposed site and parking lots. The circulation plan included in the conceptual review does not include sufficient information to verify compliance with code.*
- A traffic generation report was submitted.

- *The traffic generation report only accounts for the 36 hotel rooms and not the additional uses. All uses must be included in the traffic study.*
- *The Public Works Department has commented that a Traffic Impact Analysis will be required and will need to be reviewed by ADOT.*

LDC Section 5.5: Off-Street Parking and Loading

- Parking will be required for the lodging units as well as other proposed uses, such as the restaurant and spa.
- The applicant will be required to submit a parking analysis for the comprehensive review.
  - *The plans state that 142 parking spaces are required and 256 are provided.*
  - *It is not clear what is being counted towards the total parking requirement, the plans show reductions based on shared use that may not be supported based on the number of hotel rooms, and incorrect ratios are used to calculate parking requirements. More information will be needed during the next stage of review.*

LDC Section 5.6: Landscaping, Buffering, and Screening

- A landscape plan will be required during comprehensive review.

LDC Section 5.7: Site and Building Design

- The information provided is not sufficient to do a preliminary review of the plans. Complete plans will be required for comprehensive review.

LDC Section 5.8: Outdoor Lighting

- An outdoor lighting plan will be required during comprehensive review.

LDC Section 5.9: Public Art

- The applicant will be required to submit a public art plan with comprehensive review.
  - *The Letter of Intent indicates public art will be in publicly accessible spaces including the proposed creek walk.*

LDC Section Article 6: Signs

- A master sign plan for the development will be required during comprehensive review.

Wastewater

- The property can connect to the City's Wastewater System.
- A sewer design report will be required for comprehensive review.
  - *The wastewater generation letter only accounts for the 36 hotel rooms. This will need to be updated to include all proposed uses on site.*
- There is existing sewer infrastructure in the area where buildings are proposed.
  - *The applicant will be responsible for moving this infrastructure and working with the City's Wastewater Department to ensure that, where necessary, new easements are recorded and old easements are abandoned.*

REVIEW GUIDELINES

The following is requested from the Planning and Zoning Commission at this time:

- **DEVELOPMENT REVIEW** Conceptual Review of Proposal

All development applications are reviewed under LDC Article 8 (Administration and Procedures).

LDC Section 8.3 contains procedures and rules applicable to all development applications while the following sections contain procedures and rules that apply to specific development applications. LDC Section 8.3.E(5) contains the approval criteria applicable to all development, subdivision, and rezoning applications. These criteria are as follows:

A. Generally

1. Unless otherwise specified in this Code, City review and decision-making bodies shall review all development applications submitted pursuant to this article for compliance with the general review criteria stated below.
2. The application may also be subject to additional review criteria specific to the type of application, as set forth in section 8.4 through 8.8.
3. If there is a conflict between the general review criteria in this section and the specific review criteria in section 8.4 through 8.8, the applicable review criteria in sections 8.4 through 8.8 control.

B. Prior Approvals

The proposed development shall be consistent with the terms and conditions of any prior land use approval, plan, or plat approval that is in effect and not proposed to be changed. This includes an approved phasing plan for development and installation of public improvements and amenities.

C. Consistency with Sedona Community Plan and Other Applicable Plans

Except for proposed subdivisions, the proposed development shall be consistent with and conform to the Sedona Community Plan, Community Focus Area plans, and any other applicable plans. The decision-making authority:

1. Shall weigh competing plan goals, policies, and strategies; and
2. May approve an application that provides a public benefit even if the development is contrary to some of the goals, policies, or strategies in the Sedona Community Plan or other applicable plans.

D. Compliance with This Code and Other Applicable Regulations

The proposed development shall be consistent with the purpose statements of this Code and comply with all applicable standards in this Code and all other applicable regulations, requirements and plans, unless the standard is lawfully modified or varied. Compliance with these standards is applied at the level of detail required for the subject submittal.

E. Minimizes Impacts on Adjoining Property Owners

The proposed development shall not cause significant adverse impacts on surrounding properties. The applicant shall make a good-faith effort to address concerns of the adjoining property owners in the immediate neighborhood as defined in the Citizen Participation Plan for the specific development project, if such a plan is required.

F. Consistent with Intergovernmental Agreements

The proposed development shall be consistent with any adopted intergovernmental agreements, and comply with the terms and conditions of any intergovernmental agreements incorporated by reference into this Code.

G. Minimizes Adverse Environmental Impacts

The proposed development shall be designed to minimize negative environmental impacts, and shall not cause significant adverse impacts on the natural environment. Examples of the natural

environment include water, air, noise, stormwater management, wildlife habitat, soils, and native vegetation.

H. Minimizes Adverse Fiscal Impacts
The proposed development shall not result in significant adverse fiscal impacts on the City.

I. Compliance with Utility, Service, and Improvement Standards
As applicable, the proposed development shall comply with federal, state, county, service district, City and other regulatory authority standards, and design/construction specifications for roads, access, drainage, water, sewer, schools, emergency/fire protection, and similar standards.

J. Provides Adequate Road Systems
Adequate road capacity must exist to serve the uses permitted under the proposed development, and the proposed uses shall be designed to ensure safe ingress and egress onto the site and safe road conditions around the site, including adequate access onto the site for fire, public safety, and EMS services. The proposed development shall also provide appropriate traffic improvements based on traffic impacts.

K. Provides Adequate Public Services and Facilities
Adequate public service and facility capacity must exist to accommodate uses permitted under the proposed development at the time the needs or demands arise, while maintaining adequate levels of service to existing development. Public services and facilities include, but are not limited to, roads, potable water, sewer, schools, public safety, fire protection, libraries, and vehicle/pedestrian connections and access within the site and to adjacent properties.

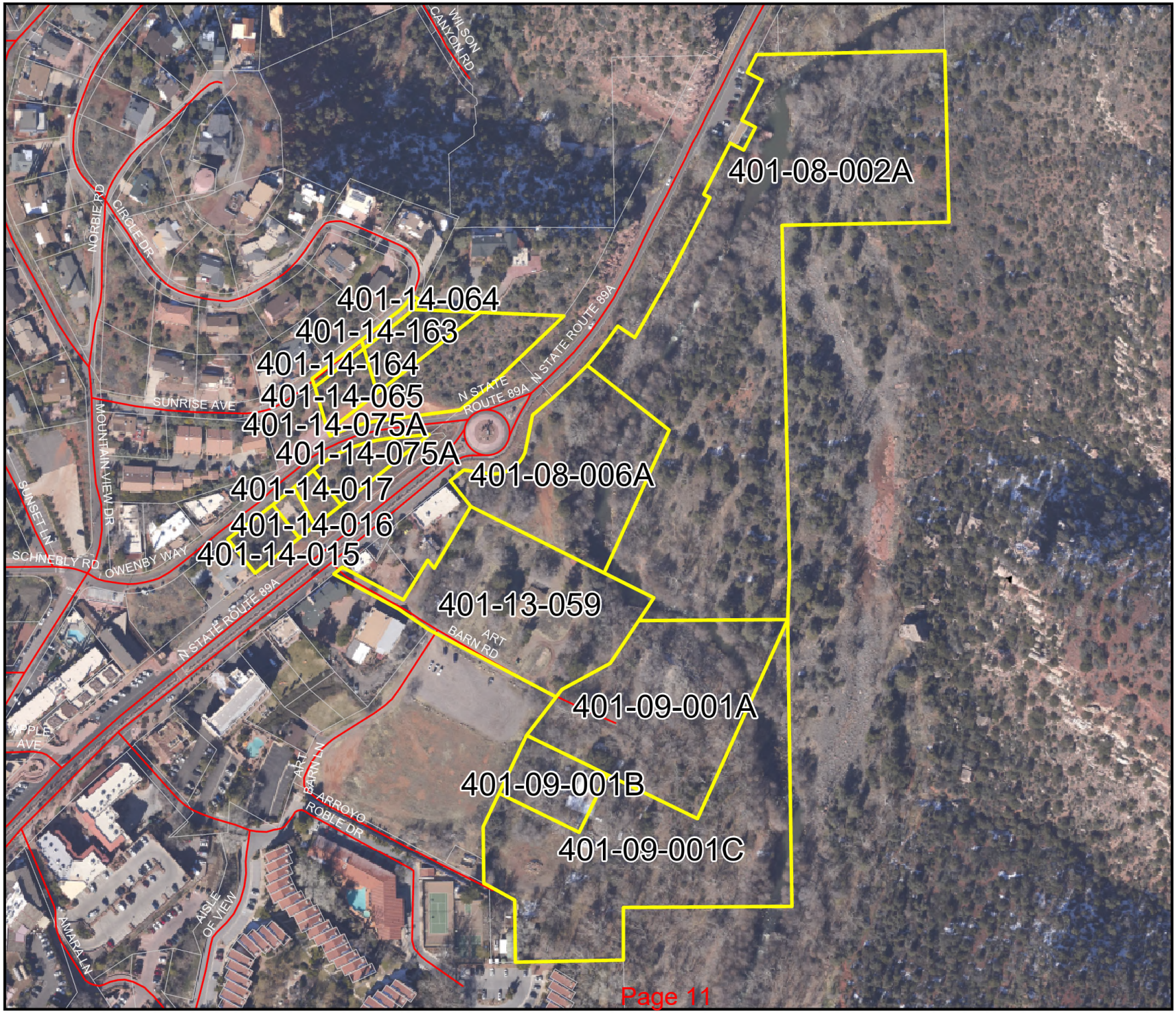
L. Rational Phasing Plan
If the application involves phases, each phase of the proposed development shall contain all of the required streets, utilities, landscaping, open space, and other improvements that are required to comply with the project's cumulative development to date, and shall not depend upon subsequent phases for those improvements.

Discussion (Development Review)
The development review portion of this project will review the proposed site plan and buildings for compliance with applicable LDC standards, including, but not limited to, height, building design, parking, landscaping, etc. LDC Section 8.4.A contains the procedures and rules for development review applications. This section does not include any additional approval criteria for development review applications beyond the general criteria listed above.

Staff Recommendation
None at this time (Conceptual Review). This is an opportunity for the Commission to provide feedback to the applicant and staff regarding the project.

Attachment 1

Aerial View & Vicinity Map



Aerial View

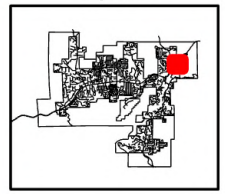
Parcels:
401-08-002A,
401-08-006A,
401-09-001A,
401-09-001B,
401-09-001C,
401-13-059,
401-14-015,
401-14-016,
401-14-017,
401-14-064,
401-14-065,
401-14-075A,
401-14-163,
401-14-164
Ambiente
Creekside

Parcel Boundary
Street Centerline
AmbienteCreekside parcels

N

0 80 160 Feet

City Index



GIS - City of Sedona
11/14/2024
G:/pubreq/projects/AmbienteCreekside/Ambiente_aerial.aprx

This map is designed to provide information about Sedona, and has been prepared for general planning and informational purposes only. It is not necessarily accurate to engineering or surveying standards. Every effort has been made to make this map as complete and as accurate as possible; however, no warranty or fitness is implied.

The information is provided on an "as-is" basis. The City of Sedona shall have neither liability nor responsibility to any person or entity with respect to any loss or damages in connection with or rising from the information contained on this map.

Vicinity Map

Parcels:
401-08-002A,
401-08-006A,
401-09-001A,
401-09-001B,
401-09-001C,
401-13-059,
401-14-015,
401-14-016,
401-14-017,
401-14-064,
401-14-065,
401-14-075A,
401-14-163,
401-14-164
Ambiente
Creekside

Zoning Boundary
Building Footprint
Parcel Boundary
Trail
Street Centerline
AmbienteCreekside parcels
Oak Creek

N

0 87½ 175 Feet

City Index

GIS - City of Sedona
11/14/2024
G:/pubreq/projects/AmbienteCreekside/Ambiente_vicinity.aprx

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Attachment 2

Application Materials

Attachment 2a

Application and Letter of Intent

Project Application

fillable PDF available online at:
www.sedonaaz.gov/projects

City Of Sedona
Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

Application for (check all that apply):

■ Conceptual Review	❑ Comprehensive Review	❑ Appeal	❑ Time Extension
❑ Community Plan Amendment	■ Development Review	❑ Subdivision	❑ Minor Modification
❑ Zone Change	❑ Conditional Use Permit	❑ Variance	

Project Information	Project Name	Dutchman's Cove, LLC. /Ambiente Creekside		
	Project Address	45 Art Barn Lane	Parcel No. (APN)	401-08-006A
	Primary Contact	Mike Stevenson	Primary Phone	(928) 699-0833
	Email	safari@commspeed.net	Alt. Phone	
	Address	520 N. State Route 89A	City/State/ZIP	Sedona, AZ 86336
Office Use Only	*Application No*		*Date Received*	
	Received by		*Fee Paid*	

Project Description	The proposed Concept Plan is for a redevelopment proposal for a 36-lodging unit (totaling 30,240 sqft) resort that will include an arrival building (6,400 sqft), restaurant/bar (12,200 sqft), fitness center/Orangerie (3,700 sqft), and the Dutchman's quarters (8,500 sqft), and health spa (15,000 sqft) ("Resort"). The Resort is supported by a maintenance building (7,500 sqft) and 155 surface valet parking spaces all generally located as per the conceptual site plan enclosed with this application.

Additional Contact Information: Please complete the following for all companies/people *authorized* to discuss the project with the City. Please attach additional sheets if necessary.

Contact #1	Company	Sefton Engineering	Contact Name	Glenn Smith
	Project Role	Project Manager	Primary Phone	928-202-3999 x-105
	Email	gs@sefengco.com	Alt. Phone	623-261-7978
	Address	Sedona	City/State/ZIP	
Contact #2	Company	Stephen Thompson Architect	Contact Name	Stephen Thompson
	Project Role	Architect	Primary Phone	(928)301-5922
	Email	studio@stephenthompsonarchitect.com	Alt. Phone	
	Address	9 Kayenta Ct.	City/State/ZIP	Sedona, AZ 86336
Contact #3	Company	Ambiente Creekside	Contact Name	Jennifer May
	Project Role	Project Manager	Primary Phone	
	Email	Jennifermay@ambientesedona.com	Alt. Phone	
	Address		City/State/ZIP	

Snell & Wilmer
ONE EAST WASHINGTON STREET
SUITE 2700
PHOENIX, AZ 85004-2556
602.382.6000 P
602.382.6070 F

Noel J. Griemsmann AICP
(602) 382-6824
ngriemsmann@swlaw.com

November 13, 2024

BY HAND

Cari Meyer
Planning Manager
Community Development Department
City of Sedona
102 Roadrunner Drive, Building 104
Sedona, AZ 86336

Re: Letter of Intent for the Ambiente Creekside Project Concept Review Application

Dear Cari:

Enclosed with this letter, please find the Concept Review application for the proposed development of Ambiente Creekside, an assemblage of six (6) properties totaling approximately 19.36 acres located between State Route 89A and the Oak Creek at the Art Barn Road alignment as shown on Exhibit A (the "Site").

The Site, now largely vacant, previously supported a mix of hospitality and recreational uses, including The Dutchman's Cove restaurant—a two-story, 100-125 seat dining establishment that operated until a fire in 1983—and Hawkeye Travel Trailer Park, which offered 25-30 campsites until closing around 2002. Remaining structures include a house, a vacant one-story office from the trailer park era, and the historic Jordan Wellhouse, which will be preserved as part of the redevelopment. Those uses have been discontinued for some time and the Site is ready for redevelopment to the benefit of its owners as well as the broader Sedona community. The proposed project aims to revitalize the property, honoring its heritage while aligning with contemporary land-use and business objectives.

The Site is bifurcated by Oak Creek, with the more developable portion of the property being the land located on the west side of the creek. The remainder of the property on the east side will be retained in an undeveloped condition due to challenges with access and a desire to preserve this important natural feature to the extent practical while still providing for a reasonable redevelopment opportunity for the Site.

Beyond the unique terrain and visual importance of the property, further complicating site planning and design efforts, the Site is subject to a Binding Waiver of Enforcement (Exhibit B) which permits the Site to be developed as a "Lodging, Fewer than Seven Units" land use (the land use allowed by right prior to the 2023 amendment to the Zoning Code) which provides for six (6) lodging units ("rooms" or "keys") per parcel. Therefore, the redevelopment proposal, as a hospitality use, must be designed to allow for the retention of the six (6) base parcels while providing for a uniform, integrated resort experience. This Concept Plan achieves these goals.

Because of the above requirements of the prior Zoning Code, the project is set to be developed on the six (6) parcels zoned as "CO" Commercial District (Section 2.14) on the west side of Oak Creek. Previously, the Site was designated under the "PD" Planned Development District (Section 2.21), which has since been reverted to its former "CO" designation. This reversion resulted in split zoning across the parcels, with "CO" zoning on the west side of Oak Creek and "RS-35" Large Lot Single-Family Residential zoning to the east. These lot lines need to be adjusted to accommodate the proposed Concept Plan. We have been informed that, due to a 2023 Zoning Code amendment, lot line adjustments are no longer permitted on "split-zoned" parcels (parcels where there are more than one zoning district classification).

Given this recent code change, Dutchman's Cove, LLC, intends to request a waiver of enforcement from the City Council to authorize a lot line adjustment in alignment with the project site plan. While this waiver request is in process, our client respectfully requests that City staff note "lot line adjustment not permitted due to split zoning" (or similar comment) in the conceptual project review comments and proceed with evaluating the remaining aspects of the concept review application so that timely comments can be issued while the exact nature of the necessary lot adjustment process is clarified by the City Attorney's office.

The proposed Concept Plan is for a redevelopment proposal for a 36-lodging unit (totaling 30,240 sqft) resort that will include an arrival building (6,400 sqft), restaurant/bar (12,200 sqft), fitness center/Orangerie (3,700 sqft), and the Dutchman's quarters (8,500 sqft), and health spa (15,000 sqft) ("Resort"). The Resort is supported by a maintenance building (7,500 sqft) and 155 surface valet parking spaces all generally located as per the conceptual site plan enclosed with this application.

The Resort is designed to accommodate primary access via the roundabout at Owenby Way, with secondary access provided via the Art Barn Road alignment. Parking is located on the western side of the property, which due to existing structures along 89A, as well as topography of the Site, will limit visibility of these areas from the public, particularly along 89A.

Arrival along the main north/south access road provides a public face to guests, with non-room uses provided along this axis (including the arrival building, health spa and restaurant). The resort room units are buffered by these more active spaces and are placed to either be creek side or are internal and centrally located to focus on landscaping/hardscaping areas where creek views are not available.

The resort units themselves are primarily two (2) stories in height (27' at the maximum or less) and are 948 square feet in size. They feature first floor active space, a balcony/patio and the bed/sleeping area located in a loft like setting on the second floor. Six (6) units are single story (19' maximum or less) at 616 sqft and there are two (2) "penthouse" units of 2,500 sqft above the arrival building (at a max height of 27').

The programming and expected customer is similar to those that frequent the current Ambiente, with a site design that will forward goals of conservation and sustainability, providing a visually pleasing environment both as to the natural setting as well as via elevations and physical improvements to the Site, while providing its guests with the best in hospitality.

We look forward to your review and comments on the enclosed Concept Plan package. In the interim, please advise if you have any questions or need any additional information.

Respectfully submitted,

Snell & Wilmer

Noel J. Griemsmann AICP
Sr Urban Planner

Enclosures

August 26, 2024

Dutchman's Cove LLC
Ambiente Sedona ~ Creekside Expansion
520 N State Route 89A
Sedona Arizona 86336

Subject: Development of Ambiente Creekside – A Sustainable Luxury Expansion

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This letter is to inform you of our intention to develop a new property, Ambiente Creekside, as an extension of the award-winning, internationally recognized, and locally owned luxury hotel, Ambiente A Landscape Hotel in Sedona, Arizona.

Ambiente Sedona has been celebrated for its sustainable building practices and exceptional guest services, all set against the breathtaking natural beauty of Sedona. The recent acquisition of a historic Creekside property, formerly owned by the Stevenson family, presents an extraordinary opportunity to expand our current offerings and further elevate the guest experience.

While the original development plan asked for up to 50 keys on the new Creekside property, after careful consideration and multiple site evaluations, the Stevenson family has decided to limit the development to 36 keys. This decision reflects our commitment to preserving the integrity of the landscape while delivering an even higher level of luxury to our guests.

Ambiente Creekside will offer a distinctive yet complementary experience to the original Ambiente Sedona, enabling visitors to enjoy two related but unique properties during their stay. This expansion will provide guests with the choice of two levels of luxury within the same visit or the option to experience only one property, tailored to their preferences.

Uptown Sedona Community Focus Area (CFA)

As we plan and develop Ambiente Creekside, we have kept the Uptown Sedona Community Focus Area (CFA) draft in mind, even though it has not yet been formally adopted. Many elements of our project already align with the values and principles outlined in the draft CFA. For example, our focus on sustainable tourism directly supports the CFA's goals of maintaining Sedona's natural beauty and minimizing environmental impact. Our proposed **Canopy Creek Walk**, a Sedona first, preserves the creekside habitat while providing an educational and immersive experience for both guests and the patrons of the spa or restaurant (see more on this below). Furthermore, our design ethos prioritizes dark-sky compliance and architectural harmony with the surrounding landscape, in alignment with the CFA's emphasis on preserving Sedona's visual and environmental character. Our plans for comprehensive parking and traffic management, including courtesy car services and adequate on-site parking, also contribute to the CFA's vision for a pedestrian-friendly and well-integrated Uptown area. By incorporating these principles, we aim to contribute positively to Sedona's future while honoring the community's values.

Community Engagement:

The Stevenson Family has proactively engaged with surrounding businesses and residents and will continue to prioritize community involvement throughout the development process. We have already initiated discussions with key stakeholders, including Arroyo Robles owner Randy McGrane, Loma Casi owners Alex Brigham and Gardner Cole, Julie Richards of the Sedona Art Center, and Uptown residents such as Gabriel Browne and others. We also have extended our outreach to other Uptown residents and businesses to ensure a collaborative approach as we move forward with this project. Please see attached letters from fellow uptown residents and long time Sedona Business Owners, Linda Goldenstein and Wendy Lippman who have both written letters to the city in support of the project.

This community engagement aligns with **LDC Section 8.3**, which encourages collaboration with local stakeholders in development projects.

Sense of Place and Uptown Image:

As the gateway to Sedona and the entrance to Oak Creek Canyon, Ambiente Creekside embodies the spirit and natural beauty of this remarkable landscape. Ambiente Red Rocks is already known for its sustainable architecture and commitment to luxury, Ambiente has also been featured in numerous publications for its deep respect for Sedona's environment. Every detail, from artistic

signage to thoughtfully crafted lighting, reflects the property's harmony with the land. This level of care speaks to our shared pride as Sedona locals, creating a destination that resonates with a sense of place, belonging, and reverence for our community's unique character. Ambiente Creekside will serve not only as a luxury retreat but as an iconic testament to Sedona's identity—welcoming all who enter the canyon and city to experience its timeless beauty.

This level of care aligns with the **Sedona Land Development Code (LDC) Section 5.7.F**, which emphasizes maintaining the community's visual character and preserving dark skies through appropriate lighting.

Parking & Traffic Management:

We understand the concerns surrounding traffic and parking, particularly given the scrutiny during the development of the current Ambiente location on Cooks Hill. To address these concerns, we implemented a courtesy car service for our guests, offering transportation within a three-mile radius. This service has been overwhelmingly successful, with approximately 75% of our guests utilizing the shuttle for visits to hiking trails, shopping areas, and dining venues. Not only has this improved the overall guest experience, but it has also significantly reduced the number of vehicles in heavily congested areas.

At Ambiente Creekside, we will continue this courtesy car service, ensuring our guests have a seamless and stress-free experience. Additionally, we anticipate that many visitors to the new Creekside location will be walk-in guests from other nearby hotels, seeking to dine at our restaurant or visit the spa. Given that the property will feature only 36 keys and cater exclusively to adults, we expect minimal additional traffic in the area.

We've designed two on-site, valet-only parking areas to fully accommodate both staff and guest needs. The employee lot offers 100 spaces, while 57 public spaces are available for visitors to the Spa and Dutchman's Cove Restaurant. Our goal is to prevent any reliance on City public parking, preserving those spaces for other visitors to Sedona. Anticipating that half of our restaurant and spa guests will arrive by foot, including visitors from nearby resorts and Uptown shoppers, we believe the 57 dedicated spaces will be sufficient to meet demand while supporting the City's focus on pedestrian-friendly traffic.

This parking plan complies with **LDC Section 5.4**, which mandates sufficient on-site parking for both staff and visitors, supporting the City's pedestrian-friendly traffic goals.

Public Benefits:

Our goal is to maintain excellence in our development while minimizing the impact on local residents and the natural landscape. We believe that Ambiente Creekside can serve as a model for thoughtful, sustainable growth within the Uptown area, aligning with the broader vision for Sedona's future.

These projects include:

1. **Public Creek Walk Entrance**
   In alignment with **LDC Section 2.18.A**, we are excited to propose an inviting entrance pathway to Oak Creek. This entrance will include interpretive displays about the wellhouse's history and lead to the national forest, providing a scenic and educational experience for the community.

2. **Preservation of the Historic Sedona 1939 George Jordan Wellhouse**
   Our goal is to honor Sedona's heritage, as part of our public Creekwalk entrance, by preserving the historic wellhouse at 40 Art Barn Lane. Accessible along a shaded pathway with benches, this site will offer a unique opportunity for locals and visitors to connect with Sedona's history. In alignment with **LDC Section 6.5.F AND 9.5.**

3. **Employee Housing Initiative**
   We recognize that the housing shortage in Sedona presents challenges for many local workers, including our employees. In alignment with this idea which encourages innovative approaches to addressing housing needs, we are taking proactive steps by dedicating four temporary on-site housing units for employees facing housing difficulties.

   This initiative is designed as a short-term solution to provide temporary relief, allowing these employees to stabilize their housing situations. The units will be offered free of charge for a period of up to six months, during which time employees can save money and work toward securing their own permanent housing.

   By implementing this program, we aim to contribute positively to the local housing challenges without creating a long-term dependency or altering the intended use of our property. This approach balances our commitment to supporting employees with our broader focus on fostering sustainable solutions for Sedona's workforce.

4. **Public Art Installations**
   Ambiente Creekside will include thoughtfully curated public art installations in collaboration with the City of Sedona and local artists. These pieces will:

   - Reflect Sedona's natural beauty and cultural heritage.
   - Be placed in accessible public spaces, such as along the Creek Walk.
   - Comply with **LDC Section 5.9**, which encourages public art in developments to enhance the cultural vibrancy of the community.

Sustainable Tourism and Development:

Ambiente A Landscape Hotel has been a leader in promoting sustainable tourism in Northern Arizona. Continuing this commitment, our new expansion at Ambiente Creekside will follow the same principles. By choosing to develop only 36 keys instead of the approved 50, we aim to minimize environmental impact while maximizing positive effects on the local economy.

Our guests, who typically stay for an average of three days, are environmentally conscious and choose our eco-friendly property with land preservation in mind. They come to enjoy Sedona's natural beauty while ensuring their visit leaves a minimal footprint on the environment and the community.

This design ethos aligns with **LDC Section 5.7**, focusing on sustainable site development and minimizing ecological disruption.

Vision Statement:

The Stevenson Family has been a part of the Sedona community since 1969, with deep roots and a long-standing commitment to preserving the unique beauty of this area. This Creekside property holds special significance for us, having been owned by John Stevenson, Mike's father, from 1966 to 1983. It was also the site of the Dutchman's Cove Restaurant, a family-run establishment that Mike and Kathy helped build and where they raised their children for a time.

Given its deep connection to our family history, we are dedicated to ensuring that this property is used in a way that honors its past while prioritizing preservation. As locals for over 50 years, we understand the importance of welcoming visitors to experience the natural beauty of Sedona while educating them on the need to protect this land. Our vision is to create a space that allows guests to enjoy Sedona's splendor responsibly, ensuring it remains a treasured place for generations to come.

Ambiente Creekside: Elevating Sedona as a World-Class Destination

As proud owners of Ambiente Sedona, soon to be known as Ambiente Red Rocks, we have already set a high standard for luxury accommodations, attracting discerning guests who are not only affluent but also deeply committed to sustainable tourism. Our guests are distinguished by their appreciation for Sedona's natural beauty and their willingness to invest in experiences that reflect both luxury and environmental responsibility.

Atriums: A New Pinnacle of Luxury

At Ambiente Creekside, we are excited to introduce a new collection of Atriums that will elevate the level of luxury even further, reinforcing Sedona's status as a world-class destination. These accommodations will be offered in two distinct models: one mirroring the elegance of the Atriums at Ambiente Sedona, and the other featuring an innovative two-story design. The latter will boast expansive floor-to-ceiling windows, extending from the lower-level living room to the loft-style bedroom above, offering breathtaking views and an immersive connection to the surrounding

landscape. This architectural masterpiece will not only elevate the guest experience but also play a pivotal role in enhancing Sedona's natural beauty and charm.

Reviving a Historic Gem: Dutchman's Cove Restaurant

Our family is deeply committed to honoring Sedona's rich history, and we see the revival of the Dutchman's Cove Restaurant as a meaningful way to do so. This historic eatery, beloved by Sedona locals from 1969 until its untimely destruction by fire in 1983, holds a special place in our family's history. Reviving Dutchman's Cove is not just about recreating a restaurant; it's about breathing new life into a cherished piece of Sedona's past. Our vision is to create a dining experience that pays homage to its legacy, offering a serene and picturesque setting by Oak Creek where both guests and locals can enjoy the tranquility and beauty of Sedona. The restaurant will be open to the public, providing a nostalgic yet contemporary culinary experience that celebrates Sedona's history.

The Spa: A New Standard for Wellness

While Ambiente Sedona's boutique spa has already garnered major awards, we recognize that our guests expect an even higher level of wellness amenities, especially given the premium room rates. For Ambiente Creekside, we plan to introduce an expansive, state-of-the-art spa that will cater to both our guests and local patrons. This new spa will be a significant enhancement to the Uptown area, which currently lacks a high-end wellness destination of this caliber. We anticipate that the spa's prime location, within walking distance from other Uptown hotels, will make it a popular choice for visitors seeking a rejuvenating escape in Sedona.

Design Ethos: Merging Modern Minimalism with Nature's Beauty

The design ethos of Ambiente Creekside will closely mirror the modern and minimalistic approach that has become synonymous with Ambiente Sedona. However, at Creekside, we will take inspiration from the natural surroundings, leaning heavily into the tranquil atmosphere of the creek and surrounding forest. The exteriors will feature dark shou sugi ban simulated, cement siding, a class A fire resistant material in a traditional Japanese look that not only enhances the aesthetic but also adds durability. This will be complemented by creek stone accents, seamlessly blending the structures with the natural environment.

Our focus is to create an immersive experience where the boundary between indoors and outdoors is beautifully blurred. Each private Atrium will serve as a personal nature theater, offering unparalleled views of the stunning landscape, all within the embrace of luxurious surroundings. The interiors will be thoughtfully designed to reflect the serenity and beauty of the outdoors, allowing guests to feel deeply connected to the natural world while enjoying the comfort and elegance of their accommodations.

As an adults-only property, Ambiente Creekside will continue the tradition of offering a quiet, serene environment, making it an ideal destination for those celebrating special moments in their lives. Whether it's an anniversary, birthday, proposal, honeymoon, or babymoon, we have become a beloved choice for such occasions at Ambiente Red Rocks, and we anticipate that this legacy will thrive at Ambiente Creekside. Our design will cater to those seeking a peaceful, intimate escape, surrounded by the beauty of Sedona's natural wonders.

Canopy Creek Walk at Ambiente Creekside

We are excited to propose the Canopy Creek Walk, a visionary project that represents an ecological and sustainable way to experience the natural beauty of Oak Creek. While not a guaranteed part of the initial construction, this elevated walkway is an optional feature that we hope to include if funding permits. If circumstances do not allow for its immediate construction, we envision it as a potential future addition, demonstrating our commitment to enhancing the guest experience while preserving Sedona's natural beauty. In alignment with **LDC Section 3.2** which indicates that the use is permitted by right.

The Canopy Creek Walk would gently meander through the treetops, offering guests a unique perspective of the creek and surrounding environment while ensuring minimal impact on the delicate ecosystem below. This passive park experience has the potential to become a cherished landmark, showcasing how thoughtful development can protect and enhance the natural beauty that defines Sedona, ensuring it remains pristine for future generations.

As a potential historic first for Sedona, this project aligns with the city's commitment to environmental stewardship and sustainable tourism. Designed to preserve and protect the integrity of the creekside habitat, the Canopy Creek Walk would utilize innovative construction methods to avoid disturbing root systems, waterways, and wildlife corridors. By keeping foot traffic off sensitive ground areas, the elevated structure would prevent soil compaction, erosion, and damage to plant and root systems, while fostering an undisturbed environment for wildlife to thrive.

Inspired by global best practices in eco-tourism, the Canopy Creek Walk would provide a unique perspective of the creek's lush habitat, encouraging guests to appreciate and respect Sedona's pristine landscapes. In addition, it would serve as an educational opportunity, demonstrating how environmentally conscious design can coexist with sustainable development.

While this project is not an immediate certainty, it remains a meaningful aspiration for the future. If constructed, it would not only be a key amenity for guests of Ambiente Creekside but also accessible to the public through our restaurant and spa, fostering a sense of community pride and inclusivity. By offering this unique experience, Sedona could establish itself as a leader in eco-tourism, providing both residents and visitors with a meaningful connection to our natural heritage.

Key objectives of the Canopy Creek Walk include:

1. Encouraging environmental education by bringing people closer to nature in a way that fosters respect and stewardship.
2. Preserving biodiversity by minimizing disturbance to habitats and allowing ecosystems to flourish.
3. Supporting sustainable tourism by providing a meaningful, low-impact way to experience Sedona's iconic landscapes.

This project, whether completed now or in the future, symbolizes how innovation and preservation can harmonize to create unforgettable experiences that inspire and protect for generations to come.

Statement on Landscaping, Creek Walk, and Tree Preservation

The 19.75-acre site is divided by the picturesque Oak Creek, with approximately half of the land located on the eastern side, bordered by National Forest land. The eastern portion comprises riparian and residential areas, characterized by dense vegetation near the creek and sparsely vegetated open land further away. This section will remain largely undeveloped, with the exception of a raised and supported series of walkways and bridges. Designated as a passive park within the master plan, this area will maintain its natural beauty with only periodic maintenance for forest fire prevention and litter removal.

The western portion of the site features a rich riparian environment dominated by approximately 200 large sycamore trees, identified and surveyed to guide development efforts and prioritize their preservation. These majestic trees are considered a vital asset, enhancing the quality and value of the resort. The landscape design will harmonize with these natural elements by positioning structures and pathways to coexist closely with the sycamores, creating an immersive guest experience where roadways and pathways meander gracefully around these towering trees. Great care will be taken to preserve as many trees and plants as possible, and some of the newly built structures may need to shift slightly on site during construction to ensure the best preservation of plants similar to what was done at Ambiente Red Rocks.

A cohesive landscaping plan, compliant with ordinance requirements, will be implemented, with final plant placement tailored to the specific characteristics of spaces between buildings and hardscapes. The owners are committed to walking the land and thoughtfully restoring and integrating individual landscape areas with the built environment. Interior spaces will feature fixed planting areas with substantial vegetation, such as a central planter in the restaurant dining area containing 20-foot-tall trees. This approach mirrors the successful preservation and landscaping principles applied at Ambiente Red Rocks, emphasizing the protection of trees and vegetation wherever possible.

A significant focus of the project will be the creation of a public-access Creek Walk linking the property to adjacent National Forest land. This stabilized pathway will feature native riparian plants, a water station, and a bicycle rack, fostering accessibility and connectivity. The trailhead will also incorporate the historic George Jordan Well House, which will be meticulously restored and integrated into the project. Informative and interactive signage will be developed in collaboration with the City of Sedona to enhance the trail's educational value.

It is important to note that the successful realization of this Creek Walk will require the cooperation and participation of neighboring property owners and the City of Sedona. By prioritizing preservation and thoughtfully integrating the natural landscape with development, this project seeks to honor and enhance Sedona's unique environmental and cultural heritage.

The proposed development aligns with several key provisions of Sedona's Land Development Code (LDC), particularly concerning landscaping, buffering, and screening. Here's how the project meets these standards:

1. **Preservation of Existing Vegetation**:
    - The initiative to maintain existing vegetation, especially the approximately 200 large sycamore trees, aligns with **LDC Section 5.6.C(1)(h),** which allows for credit toward landscaping requirements when preserving native and adaptive species.
2. **Use of Native Plant Species**:
    - By committing to a landscape plan that incorporates a significant percentage of native plant species, the project adheres to **LDC Section 5.6.C(2)(b),** which mandates that at least 50% of the plants on a development site be native species.
3. **Landscape Variety**:
    - The plan to use a diverse range of plant species ensures compliance with **LDC Section 5.6.C(1)(c**), which requires a minimum of five different plant species for sites 5,000 square feet or larger, with no single species comprising more than 50% of the total.
4. **Tree Preservation and Protection**:
    - The project's approach to protecting existing trees during construction is in line with **LDC Section 5.6.C(5),** which outlines standards for tree preservation and protection, including the requirement for a tree removal plan and protective measures during construction.
5. **Water Conservation**:
    - The emphasis on using native and adaptive plant species supports water conservation efforts, consistent with **LDC Section 5.6.A(3),** which promotes the use of low water-use and regionally appropriate plants.
6. **Integration with Natural Landforms**:
    - The design's intention to follow natural contours and minimize grading aligns with **LDC Section 5.7.D(2),** which encourages buildings and structures to follow the natural contours of the land to minimize disturbed areas.
7. **Storm Water Management**:
    - The plan to direct stormwater into natural or landscaped areas for infiltration is in accordance with **LDC Section 5.3.C(1),** which advocates for preserving existing drainage courses and directing stormwater into areas where infiltration can occur.

By thoughtfully integrating these elements, the project not only complies with Sedona's Land Development Code but also contributes to preserving and enhancing the city's unique natural and aesthetic character.

Statement on Circulation Overlay

The proposed site will be accessed via two points on State Route 89A: Art Barn Road and the Owensby Way roundabout traffic circle. Notably, access through Art Barn Road will be shared with adjacent property owners, with efforts to segregate resort-related circulation. A comprehensive circulation schematic has been developed, delineating pathways for automobiles, emergency vehicles, service and maintenance vehicles, cart transportation, and pedestrians. In certain instances, these pathways will overlap, such as cart paths meandering through broader emergency vehicle access routes.

The maintenance building will feature two loading dock bays, each measuring 12 feet by 50 feet. This facility will serve as the central hub for the transport of supplies, materials, and trash removal, utilizing enclosed carts to shuttle items to various resort components. Additionally, two cart loading docks will be situated at the service area of the restaurant. All on-site vehicular access to parking will be managed via valet services, with the exception of staff vehicles. Provisions have also been made for a Creek Walk easement through the site, connecting to the National Forest. Amenities at the trailhead, located near the historic Well House, will include a water station and bike rack.

Compliance with Sedona Land Development Code (LDC):

1. **Circulation Plan**:
    - The development includes a detailed circulation plan that addresses street connectivity, emergency and service vehicle access, parking movements, loading operations, and pedestrian pathways, in compliance with **LDC Section 5.4.C**.
2. **Driveways and Access**:
    - Access points from State Route 89A are designed to ensure safe ingress and egress, minimizing interference with traffic flow, aligning with **LDC Section 5.4.E**.
3. **Pedestrian and Bicycle Circulation**:
    - The inclusion of a Creek Walk easement with amenities such as a water station and bike rack promotes pedestrian and bicycle connectivity, supporting the objectives of **LDC Section 5.4.H**.
4. **Loading Operations**:
    - The provision of designated loading docks at the maintenance building and restaurant service area ensures efficient loading operations, adhering to the standards set forth in **LDC Section 5.4.C(1).**

By incorporating these elements, the project demonstrates adherence to Sedona's Land Development Code, fostering a well-organized and efficient circulation system that enhances connectivity and accessibility for all users.

Fire Abatement & Exterior Building Materials Plan

Vegetation Management

- All existing plant life will be meticulously groomed, limbed, and pruned to reduce fire hazards.
- A comprehensive survey will identify and mark all standing dead vegetation, as well as other marginal or unstable hazardous plants, for clearing.
- Dry litter and debris will be removed in compliance with Sedona Fire District Amendments to the 2018 International Wildland/Urban Interface Code.
- Collaboration with Forest Service Maintenance will ensure proper management of adjacent public lands.

Landscape Irrigation & Fire Suppression

- The landscape irrigation system will be designed to include high-impact fire-suppression sprinklers for enhanced fire mitigation.
- Plant life will include species that are regionally adapted and known for their fire-suppressive qualities.

Building Fire Suppression Systems

- The interior fire suppression system will extend to all exterior overhangs, vestibules, and canopies, equipping them with fire sprinklers.
- An Exterior Building Fire Sprinkler System will be incorporated into the overall fire abatement plan.

Fire-Resistive Exterior Building Materials

- All exterior building materials will have a Class A fire-resistive rating to ensure maximum safety.
- Specific materials to be considered for Class A rating include:
    - Roofing materials
    - Window and wall finishes
    - Canopies and overhangs
- The arrival canopy will be constructed using a steel structure with translucent glass photovoltaic shade glazing to combine fire resistance with sustainability.

This plan reflects a proactive approach to fire safety, aligning with local regulations and prioritizing the protection of both the property and surrounding environment. In alignment and adhering to the standards set forth in **LDC Section 7.4.G(8).**

Local Awards - Dark Sky Award ~ Keep Sedona Beautiful

Keep Sedona Beautiful (KSB) - honored Ambiente in 2023 with an Award of Excellence for Dark Sky Lighting.

International List of Awards ~ Ambiente

MICHELIN Guide - Two-Keys

Sunset Magazine - Travel Awards: Nature Lovers Lodging

Modern Luxury Scottsdale - The 2024 Travel Awards (Print)

Arizona Travel Awards - Best Hotel 2024

US News & World Report - Best Sedona Hotels 2024

Elle Magazine - Best Spas of 2024

AFAR - Best Hotels 2024

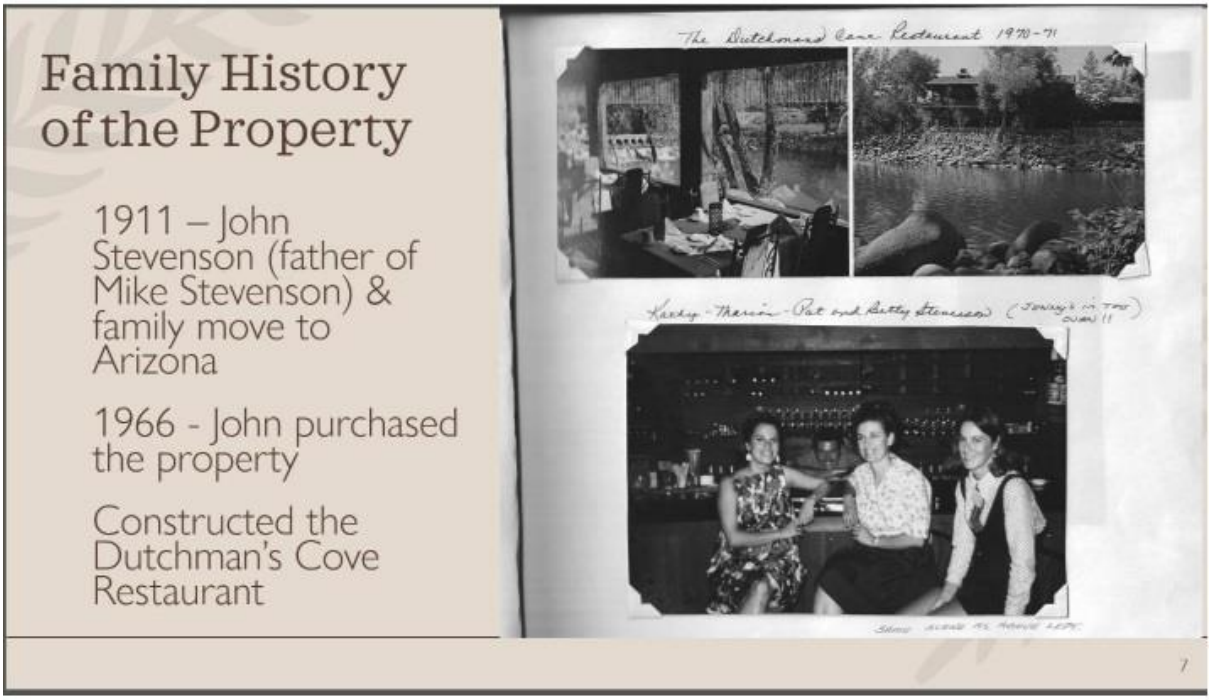
Town & Country - Best New Hotels 2023

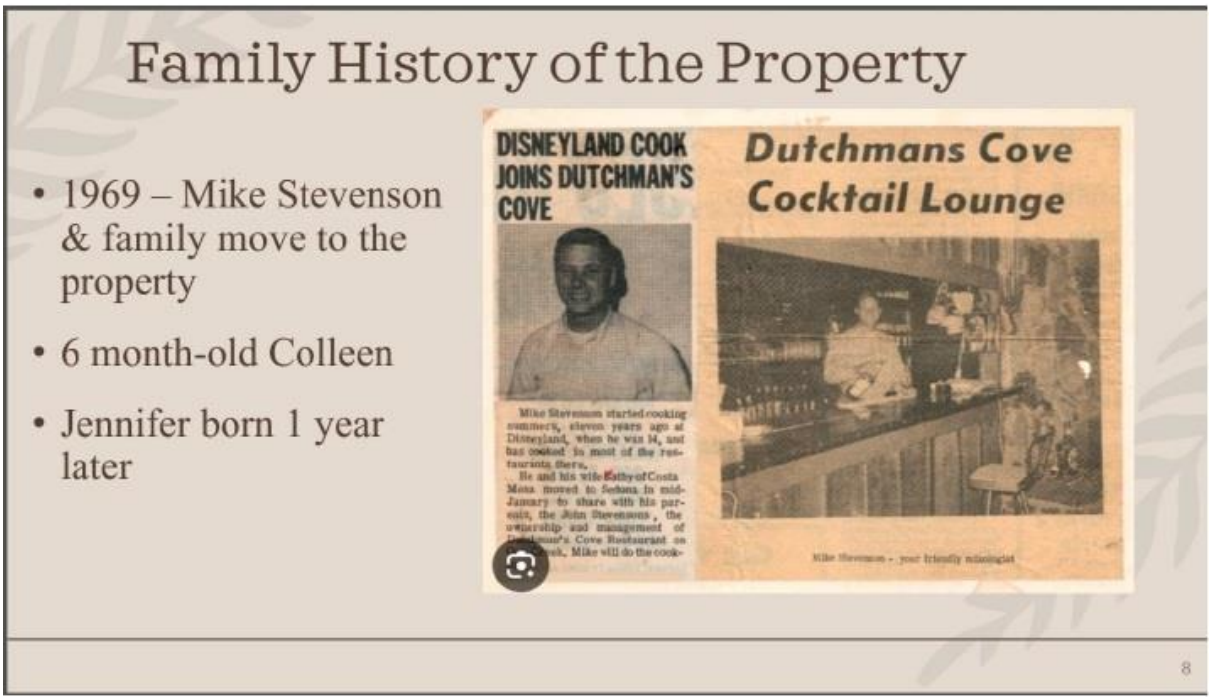
Conde Nast Traveler - 2023 Hot List

Our Family's Connection to Sedona and the Legacy of Dutchman's Cove

Our family's story in Sedona began in 1958, when my father, Mike Stevenson, visited the area with his grandparents and fell in love with the beauty and spirit of Oak Creek and its surroundings. In 1966, my grandfather, John Stevenson, deepened that connection by purchasing 8 acres of land at the bottom of Art Barn Road in uptown Sedona. He soon developed Dutchman's Cove, a beloved Creekside restaurant named after the popular swimming hole in Oak Creek.
In 1969, after my father completed his military service, he returned to Sedona with my mother, Kathy, and my sister, Colleen, who was only six months old at the time. Together, they joined my grandfather to help finish building Dutchman's Cove, with my father serving as the restaurant's groundskeeper by day and as the cook and bartender by night, while my mother worked as a server. I was born on that very property in 1970, and we lived in a trailer just behind my grandfather's

house. Our family's roots grew deeper as my father continued to shape the land, building rock walls, a large rock fountain, and other features that stand to this day as lasting symbols of his hard work and vision. Close by, on an additional 3 acres, was the Hawkeye Trailer Park—a welcoming spot along the creek for travelers to camp and experience Sedona's natural beauty.
This land holds a special place in our hearts and carries the legacy of Dutchman's Cove, which served as a gathering place for locals and visitors alike. As we look to the future, our intention is to honor this legacy by preserving the spirit and history of this cherished place.





Attachment 2b

Conceptual Architectural Plans

PROJECT INFORMATION:

ADDRESS:	520 N. State Route 89A Sedona, Arizona 86336
APN:	401-08-006A
OWNER:	Dutchmans' Cove LLC
ZONING:	CO / RS-18

SITE AREA:

OVERALL PROJECT SITE AREA:	842,448 S.F. (19.34 ACRES)
PARCEL SITE AREA:	
PARCEL 1:	134,942 S.F. (3.10 ACRES)
PARCEL 2:	44,281 S.F. (1.02 ACRES)
PARCEL 3:	39,627 S.F. (0.91 ACRES)
PARCEL 4:	449,356 S.F. (10.32 ACRES)
PARCEL 5:	121,047 S.F. (2.78 ACRES)
PARCEL 6:	53,195 S.F. (1.22 ACRES)

BUILDING AREA CALCULATIONS:

TOTAL BUILDING AREA:			77,315 S.F.
INIDIVIDUAL BUILDING AREA:			
SITE ELEMENT:		AREA:	
ATRIUMS (LODGING):			29,952 S.F.
STANDARD:	816 S.F. X 33 UNITS =	26,928 S.F.	
PREMIUM:	1008 S.F. X 3 UNITS =	3,024 S.F.	
ARRIVAL BUILDING:			9,900 S.F.
ADMINISTRATION:		6,525 S.F.	
MANAGER QUARTERS (2 UNITS):		3,375 S.F.	
RESTAURANT / GROTTO / ORANGERIE:			15,439 S.F.
RESTAURANT / KITCHEN:		8,157 S.F.	
ROOF TERRACE/SOLARIUM:		3,400 S.F.	
FITNESS CENTER (GROTTO LEVEL):		1,732 S.F.	
GROTTO:		2,150 S.F.	
HEALTH SPA:			14,100 S.F.
MAINTENANCE BUILDING (PARTIAL 2-STORY): (INCLUDES 4 UNITS OF STAFF HOUSING)			10,424 S.F.

LODGING UNIT DENSITY:

MAX LODGING UNITS PER PARCEL:	6
LODGING UNITS PROVIDED:	
PARCEL 1:	6-ATRIUMS
PARCEL 2:	6-ATRIUMS
PARCEL 3:	6-ATRIUMS
PARCEL 4:	6-ATRIUMS
PARCEL 5:	6-ATRIUMS
PARCEL 6:	6-ATRIUMS
TOTAL LODGING AREA:	29,952 S.F.

BUILDING LOT COVERAGE:

MAX PERMITTED LOT COVERAGE:	60% IMPERVIOUS / 80% TOTAL
LOT COVERAGE PER PARCEL:	
PARCEL 1:	12.4% BUILDING
PARCEL 2:	7.6% BUILDING
PARCEL 3:	8.9% BUILDING
PARCEL 4:	3.6% BUILDING
PARCEL 5:	8.4% BUILDING
PARCEL 6:	4.9% BUILDING

BUILDING HEIGHT:

MAX PERMITTED HEIGHT:	27' ABOVE NATURAL GRADE WITH ALT. STANDARDS 40' TOTAL AT LOWEST ADJACENT BUILDING EXTERIOR
MAX PROPOSED BUILDING HEIGHTS (SEE HEIGHT TABLES ON BUILDING SHEETS):	
SPA BUILDING:	27' TO RIDGE
ATRIUM (1-STORY):	19' MAX (FIN. FLR. 5' ABOVE NATURAL GRADE)
RESTAURANT BUILDING:	27' (DOES NOT INCLUDE SKYLIGHT)
ARRIVAL BUILDING:	27' TO RIDGE
ADMINISTRATION:	27' TO RIDGE
MAINTENANCE:	27' TO RIDGE

PARKING:

REQUIRED PARKING:	142 SPACES
PROVIDED PARKING:	256 SPACES (ADA PARKING PROVIDED BY VALET)
REQUIRED PARKING PER USE:	
ATRIUMS (LODGING):	1 SPACES PER UNIT + 10% = 40 SPACES
HEALTH SPA (50/50):	24 SPACES (1 SPACE PER 300 S.F.)
RESTAURANT (50/50):	26 SPACES (1 SPACE PER 100 S.F.)
OUTDOOR SEATING (50/50):	8 SPACES (1 SPACE PER 100 S.F.)
BAR/LOUNGE (50/50):	4 SPACES (1 SPACE PER 250 S.F.)
STAFF PARKING:	40 SPACES

Detailed Site Plan - Southwest

Detailed Site Plan - North

Detailed Site Plan - Southeast

PUBLIC CANOPY WALK ACCESS @ OWENSBY WAY ROUNDABOUT

ART BARN RD.

PARKING (94)

LOT 5

PUBLIC CANOPY WALK

STATE ROUTE 89A

PARKING (144)

LOT 1

LOT 6

VIEWING PLATFORM (FUTURE PUBLIC INGRESS/ EGRESS)

PRIVATE CANOPY WALK (NO PUBLIC RIGHT OF ACCESS)

FLOODWAY LINE

MORMON WASH

OAK CREEK

LOT 2

LOT 3

LOT 4

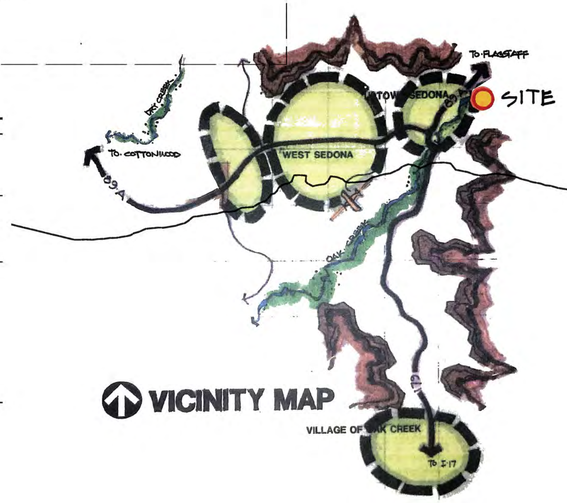
CITY OF SEDONA BOUNDARY

NATIONAL FOREST BOUNDARY

FLOODWAY LINE

MASTER SITE PLAN

1" = 60'-0"



VICINITY MAP

SHEET INDEX:

	SITE
1	SITE PLAN - 1:60 / PROJECT INFORMATION
2	SITE PLAN - 1:40
3	SITE PLAN - DETAILED - NORTH - 1:20
4	SITE PLAN - DETAILED - SOUTHWEST - 1:20
5	SITE PLAN - DETAILED - SOUTHEAST - 1:20
6	(NOT USED)
7	PRE-EXISTING TOPOGRAPHIC PLAN
	ATRIUMS (LODGING)
8	1 STY UNIT - FLOOR PLANS/ ROOF PLAN / ELEVATIONS/ SECTION
9	1 STY UNIT ALTERNATE - FLOOR PLANS/ ROOF PLAN / ELEVATIONS/ SECTION
	ARRIVAL BUILDING
10	FLOOR PLANS / ROOF PLAN
11	ELEVATIONS / SECTIONS/ HEIGHT PLAN
	RESTAURANT/ BAR / GROTTO
12	1ST FLOOR PLAN / BASEMENT PLAN
13	2ND FLOOR PLAN / ROOF PLAN
14	ELEVATION / SECTION/ HEIGHT PLAN
	HEALTH SPA
15	FLOOR PLANS / ROOF PLAN
16	ELEVATION / SECTION / HEIGHT PLAN
	MAINTENANCE BUILDING / STAFF HOUSING
17	FLOOR PLANS / ROOF PLAN
18	ELEVATION / SECTION / HEIGHT PLAN
	CIVIL ENGINEERING PLANS *(BY OTHERS)*
	ALTA SURVEY
	TOPOGRAPHIC SURVEY
	TREE SURVEY AND INVENTORY
	GRADING CONCEPT PLAN
	UTILITY PLAN
	ADDITIONAL ARCHITECTURAL EXHIBITS (COLOR)
	CIRCULATION PLAN
	COLOR ELEVATIONS / MATERIALS
	ARCHITECTURAL DETAIL
	EXISTING TREE LOCATION PLAN
	PHASING PLAN

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona
Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

SHEET of 18

ATRIUMS
(STANDARD / PREMIUM UNIT)

ARRIVAL BUILDING/ ADMINISTRATION
(MANAGER'S QUARTERS ABOVE)

RESTAURANT/ GROTTO/ ORANGERIE
(FITNESS CENTER BELOW)

HEALTH SPA

MAINTENANCE BUILDING/ STAFF HOUSING (4)

HISTORIC PUMP HOUSE

HISTORIC JORDAN PUMPHOUSE (TO BE RESTORED)

10' WIDE CANOPY CREEK WALK- min. 10' setback from property line (typ).

PUBLIC CANOPY WALK

EMERGENCY EGRESS STAIR

VIEWING PLATFORM (FUTURE PUBLIC INGRESS/ EGRESS)

VALET PARKING (144)

NATIONAL FOREST

EXISTING SYCAMORE TREES AT PARKING AREA (TYP)

FLOOD WAY LINE

(5)

(4)

(3)

(6)

STAFF HOUSING

service

truck loading (2) 12X60

MAINT. BLDG

HEALTH SPA

SPA COURT

20'

GATEWAY

A

drop off

1st level parking

ATRIUMS

ATRIUMS

ATRIUMS

Pool Area
(FF. = (4250')

POOL

DN TO GROTTO

ORANGERIE

RESTAURANT/

FITNESS CTR.

GROTTO

(2) EXISTING LARGE TREES

ART BARN LANE

GATEWAY

EXISTING TREES AT PARKING AREA (TYP)

10' WIDE X 10'-15' ELEVATED CANOPY CREEK WALK MIN. 13'-6" CLEARANCE AT ALL ROADWAYS AND AUTOMOBILE AREAS

ART BARN RD.

VALET PARKING (94)

10' WIDE CANOPY CREEK WALK

WATER WORKS HISTORIC DISPLAY

DRIVEWAY

PUBLIC CANOPY WALK ACCESS @ QUEENSBY WAY ROUNDABOUT

CONCRETE LANDING

24'

MONUMENT SIGN

state route 89a

state route 89a

20'

20' FIRE LANE

ARRIVAL

TOP OF BLUFF

ATRIUMS

ARRIVAL PLAZA

CONCRETE RETAINING WALL

TOP OF BLUFF

FLOOD WAY LINE

BRIDGE

DUTCHMAN'S HOLE

PRIVATE CANOPY WALK (NO PUBLIC RIGHT OF ACCESS

ELEVATED WALKWAY

EMERGENCY STAIRS

OAK CREEK

BUILDING SETBACK LINE (TYP.)

NATIONAL FOREST/
CITY OF SEDONA BOUNDARY

SITE PLAN

1" = 40'-0"

0 40 80 120

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Sedona Arizona

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SHEET 2 of 18

10' WIDE CANOPY CREEK WALK

CONCRETE LANDING

WATER WORKS HISTORIC DISPLAY

RETAINING WALLS

VALET PARKING (94)

ART BARN RD.

MONUMENT SIGN

STATE ROUTE 89A

COURTESY/DISPLAY PARKING (5)

CHANGE IN PAVING COLOR AND PATTERN

CART PATH

ARRIVAL BUILDING

ARRIVAL TERRACE

ATRIUM

TOP OF BLUFF

1-BEDROOM ATRIUM ADA UNIT

RETAINING WALL

1-BDRM ATRIUM

100-YEAR FLOOD

PARCEL BOUNDARY (TYP)

4276.00 4278.00 4302.00 4304.00 4298.00 4294.00 4290.00 4306.00 4280.00 4270.00 4268.00 4272.00 4274.00 4300.00 4286.00 4284.00 4260.00 4250.00 4258.00 4262.00 4264.00 4244.00

SITE PLAN - DETAILED/ NORTH

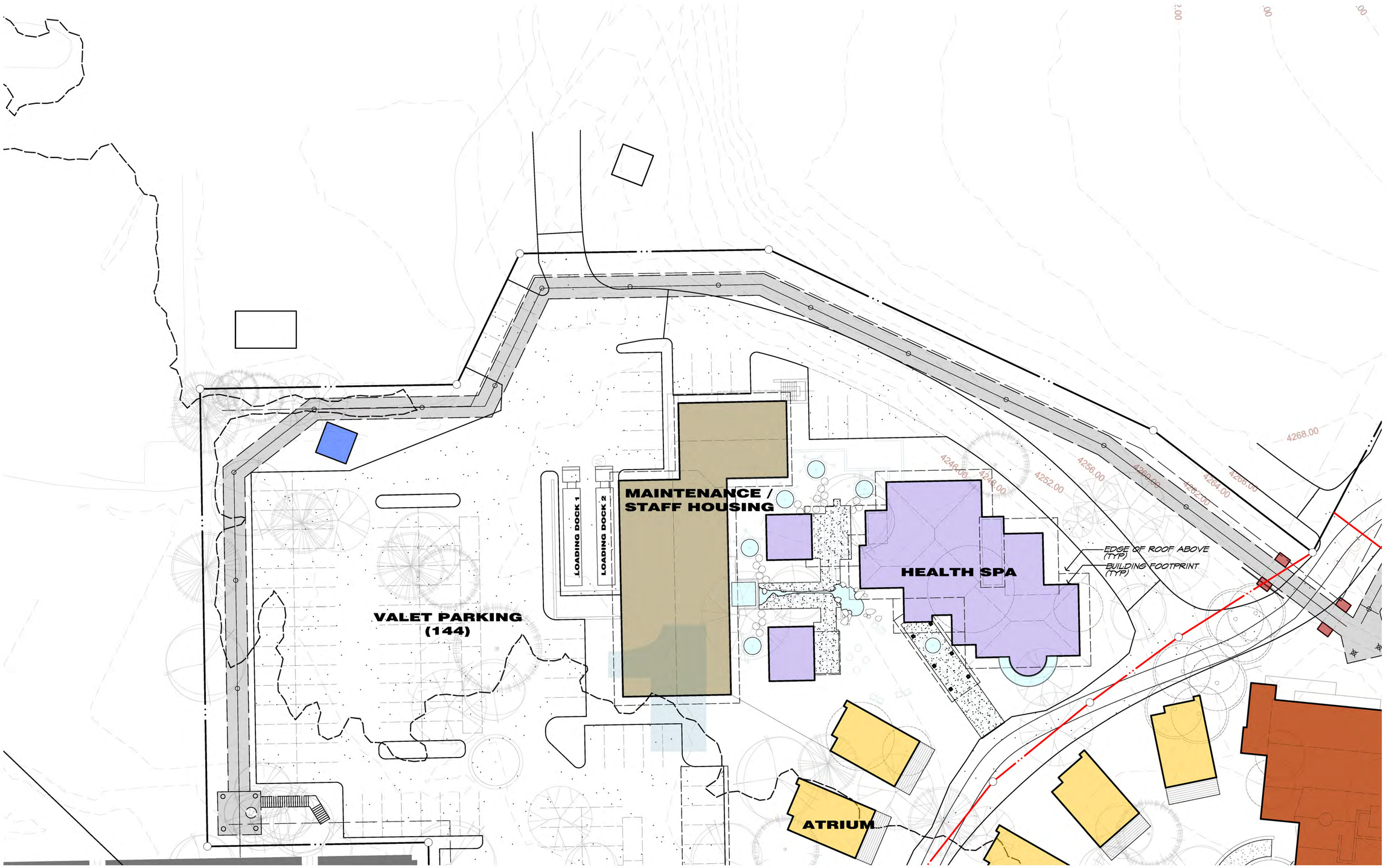
1" = 20'-0"

0 20 40 60

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SHEET 3 of 18



SITE PLAN - DETAILED/ SOUTHWEST

1" = 20'-0"

0 20 40 60

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SHEET 4 of 18

8-COVERED ELECTRIC VEHICLE CHARGING SPACES

EV 1
EV 2
EV 3
EV 4
EV 5
EV 6
EV 7
EV 8

RESTAURANT

ATRIUM

POOL

ATRIUM

CART PATH

CART PATH

4240.00

4242.00

4236.00

4256.00

4258.00

4250.00

4244.00

4240.00

4244.00

SITE PLAN - DETAILED/ SOUTHEAST

1" = 20'-0"

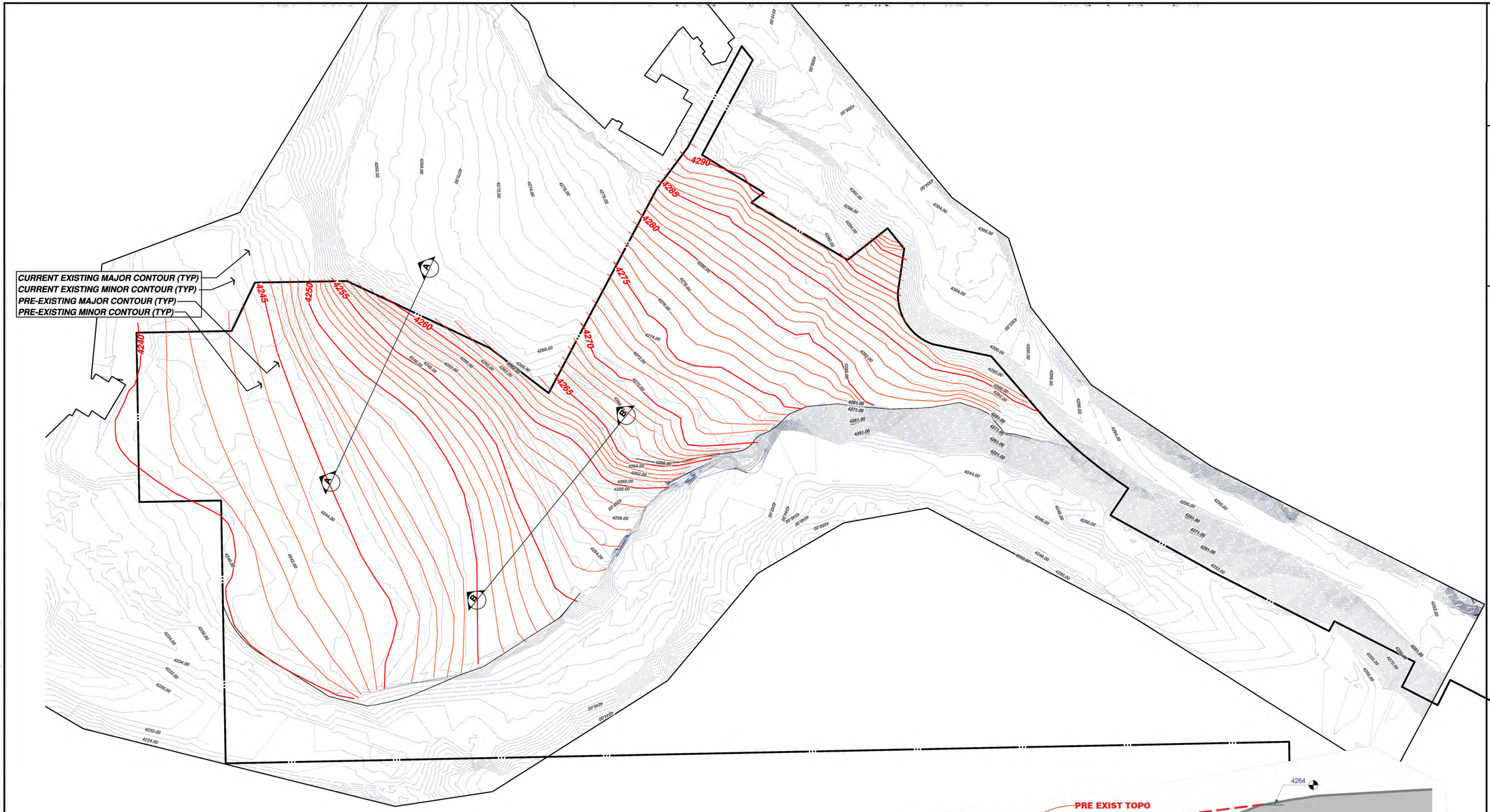
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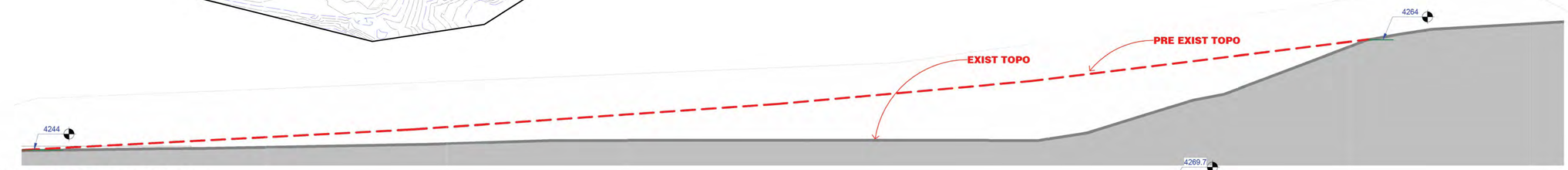
AMBIENTE CREEKSIDE
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Sedona Arizona

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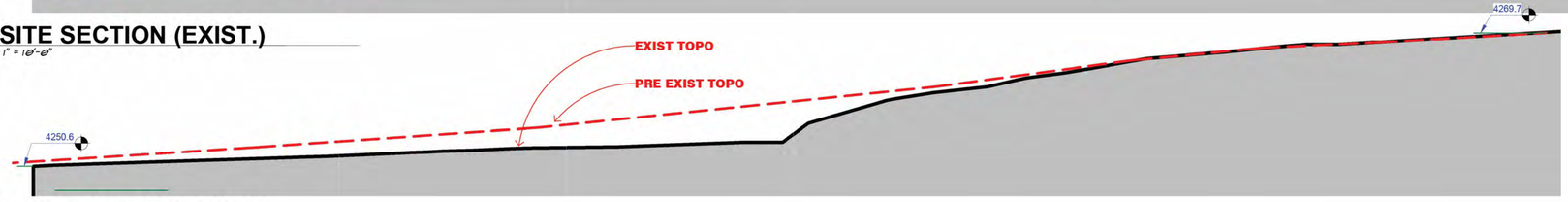
SHEET 5 of 18

CURRENT EXISTING MAJOR CONTOUR (TYP)
CURRENT EXISTING MINOR CONTOUR (TYP)
PRE-EXISTING MAJOR CONTOUR (TYP)
PRE-EXISTING MINOR CONTOUR (TYP)





A **SITE SECTION (EXIST.)**
1" = 10'-0"



B **SITE SECTION (EXIST.)**
1" = 10'-0"

PRE-EXISTING TOPOGRAPHIC PLAN

Sefton Engineering Consultants
Your Ideas to Completion
Surveying • Engineering • Land Planning
40 STUTZ BEARCAT DR. #8
SEDONA, ARIZONA 86336
PH: (928) 202-3999 LS@SEFENGCO.COM

SHEET TITLE:

PROJECT TITLE:
AMBIENTE - A LANDSCAPE HOTEL
520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:

SCALE: 1:60 SCALE

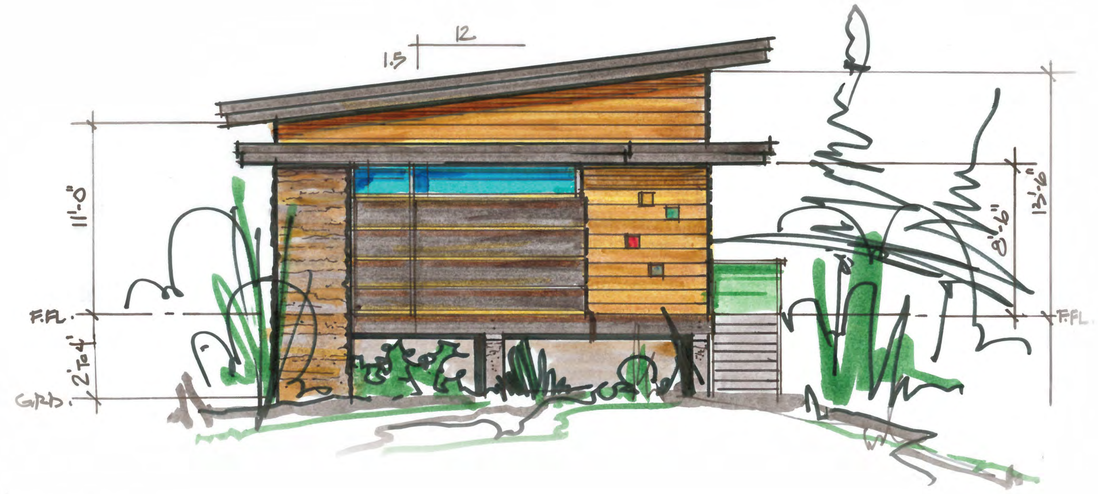
DATE: 5/15/2025

PROJECT NO:

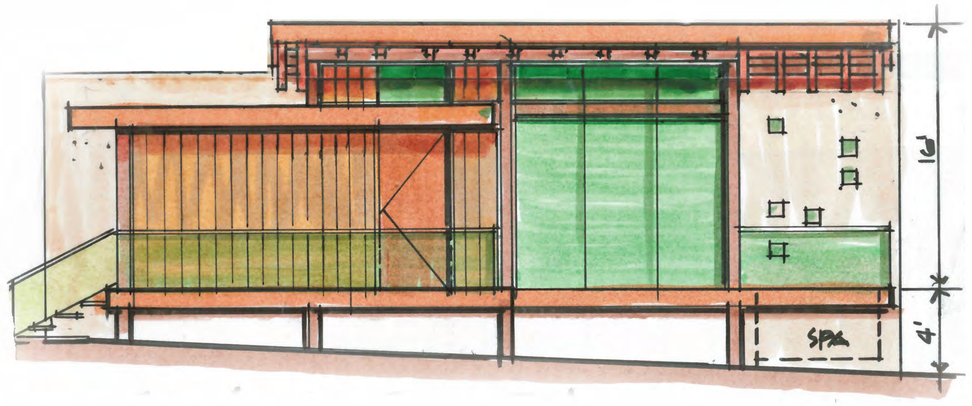
SHEET NO.

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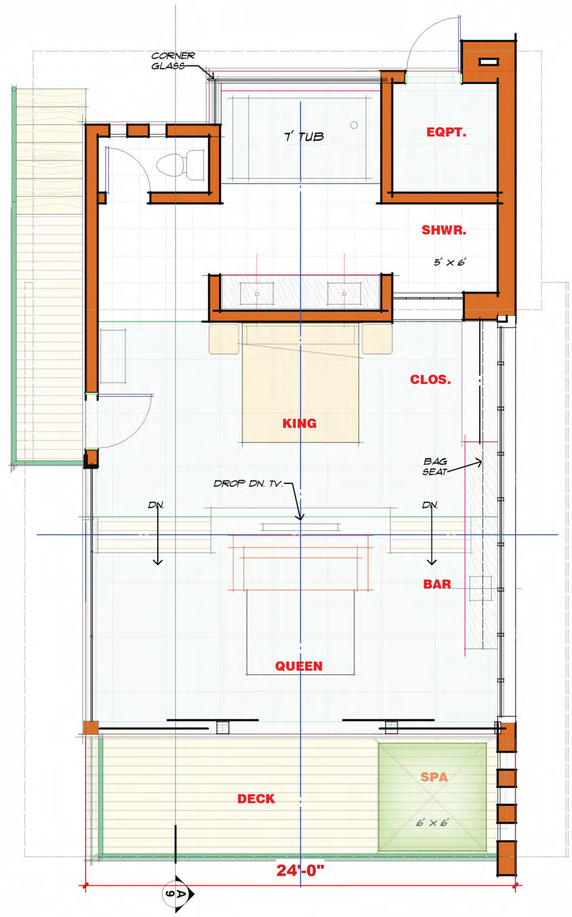
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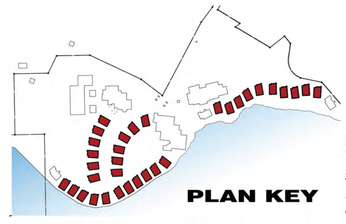
FRONT ELEVATION
1/4" = 1'-0"
0 2' 4' 8'



SIDE ELEVATION
1/4" = 1'-0"
0 2' 4' 8'



FLOOR PLAN
1/4" = 1'-0"
0 2' 4' 8'

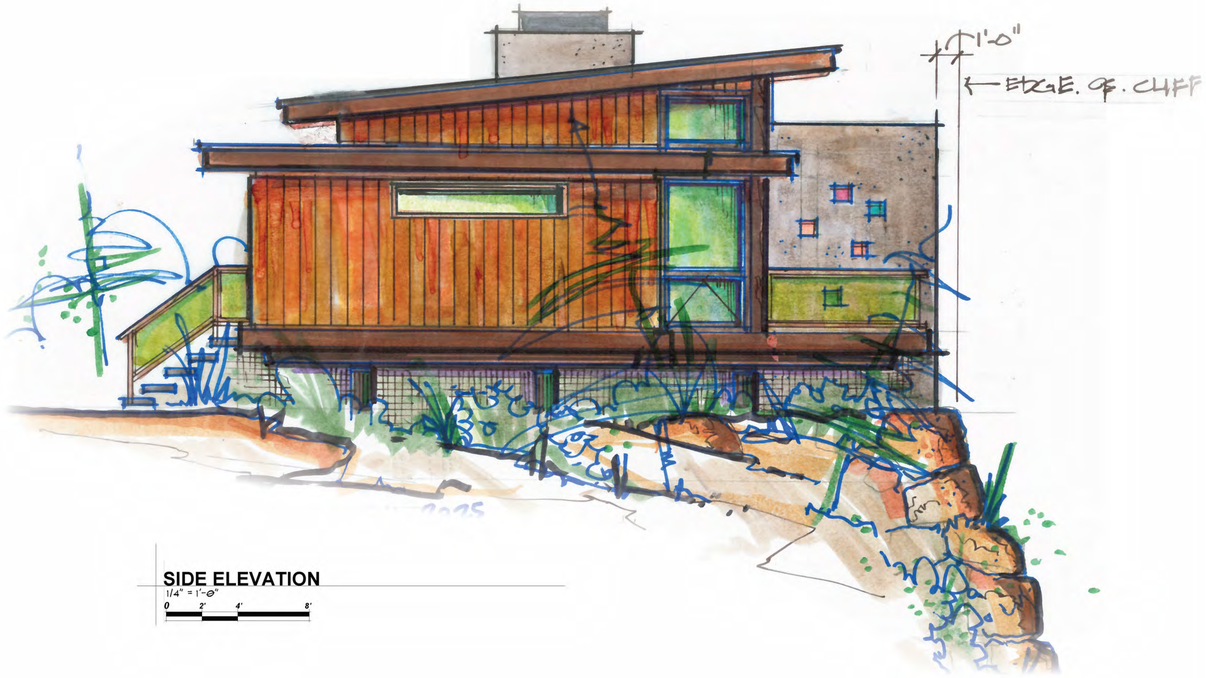


1- STORY ATRIUM
Standard Unit

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

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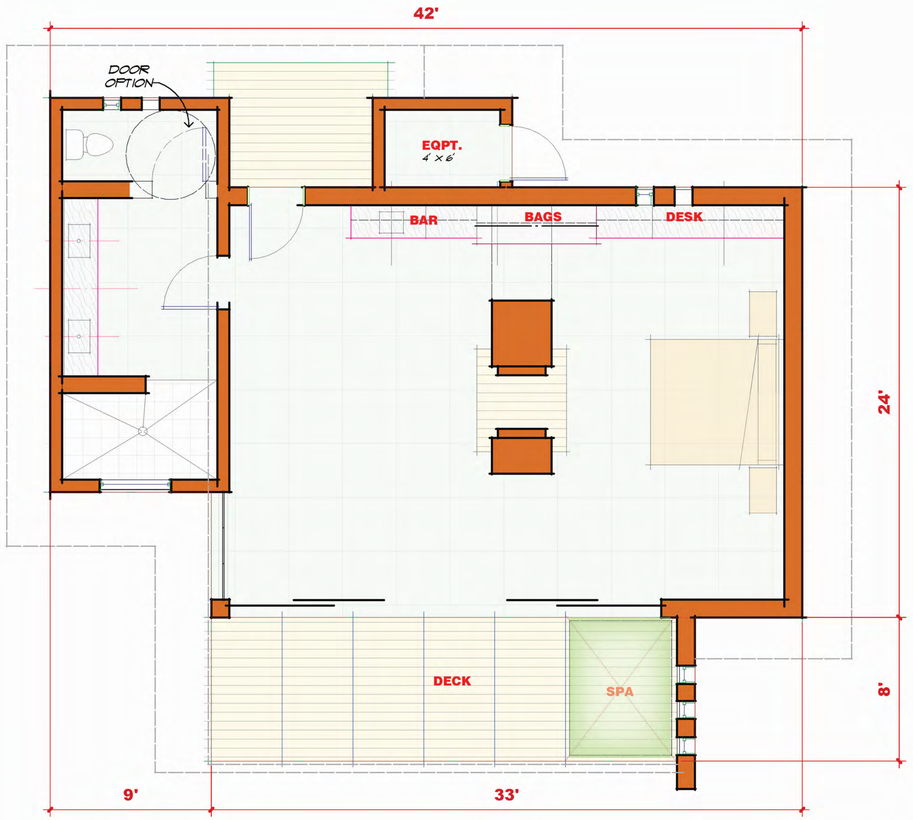
Sheet 8 of 18



SIDE ELEVATION
1/4" = 1'-0"
0 2' 4' 8'

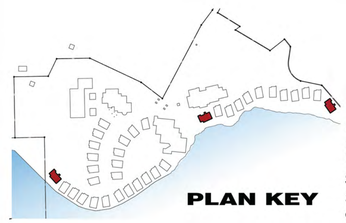


FRONT ELEVATION
1/4" = 1'-0"
0 2' 4' 8'





FLOOR PLAN
1/4" = 1'-0"
0 2' 4' 8'



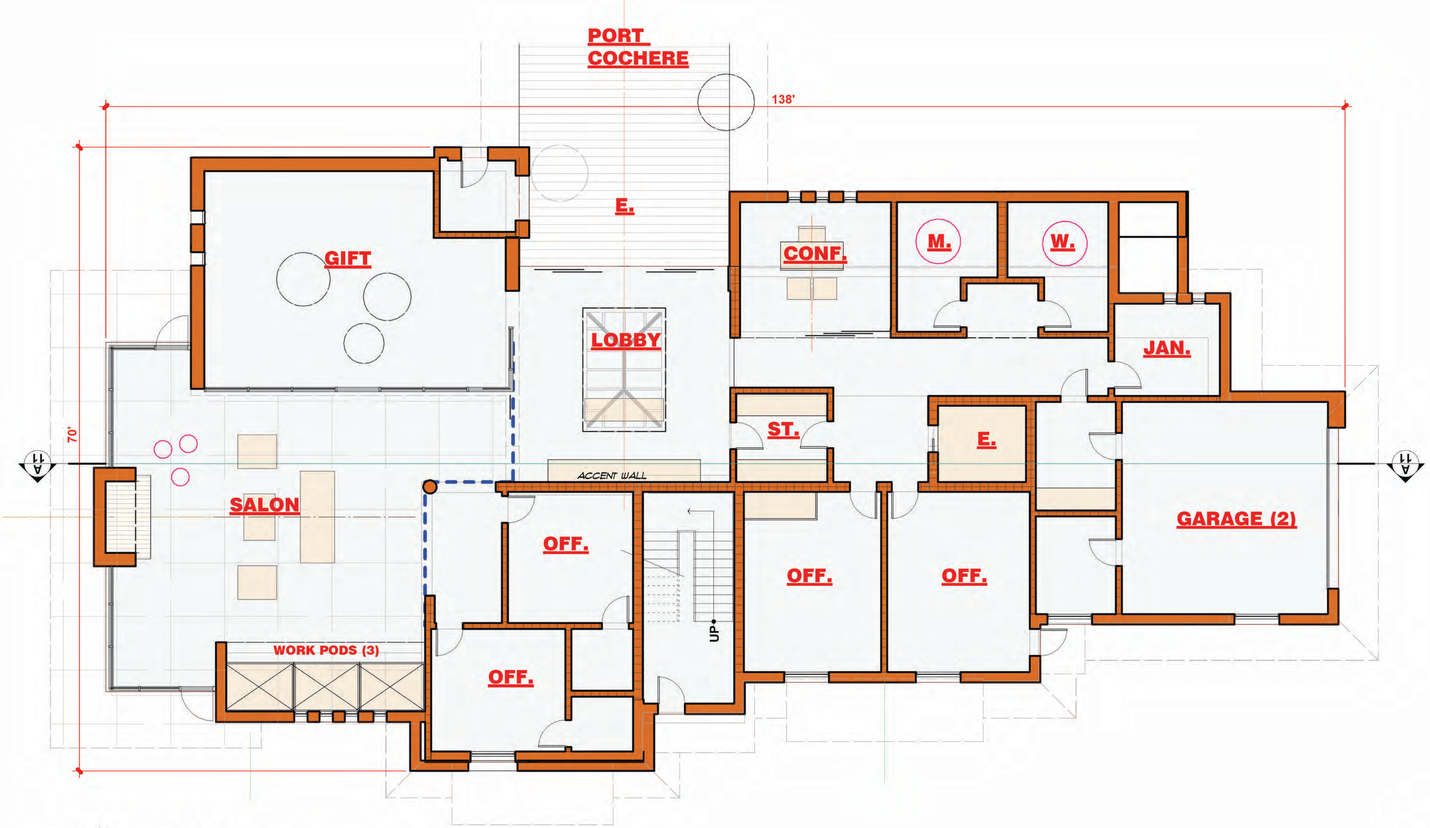
PLAN KEY

1- STORY ATRIUM
Premium Unit

AMBIENTE CREEKSIDE
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Sedona Arizona

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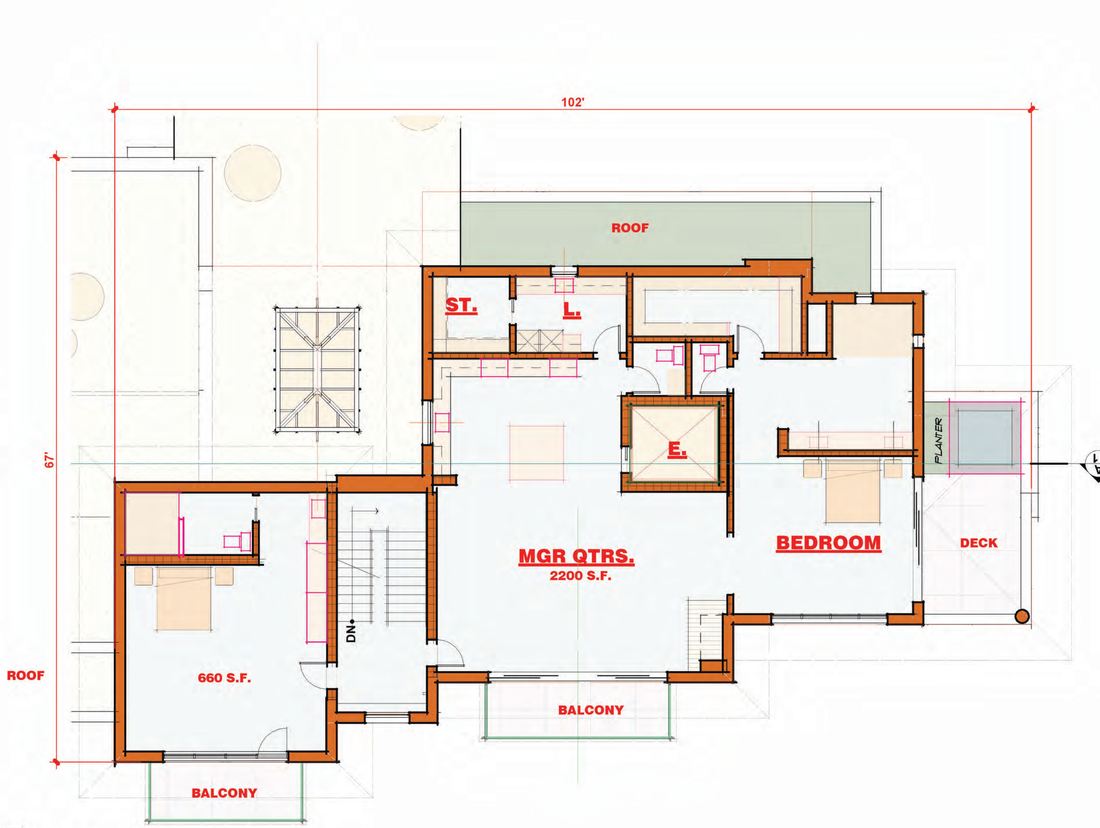
Sheet 9 of 18



1st FLOOR PLAN

1/8" = 1'-0"

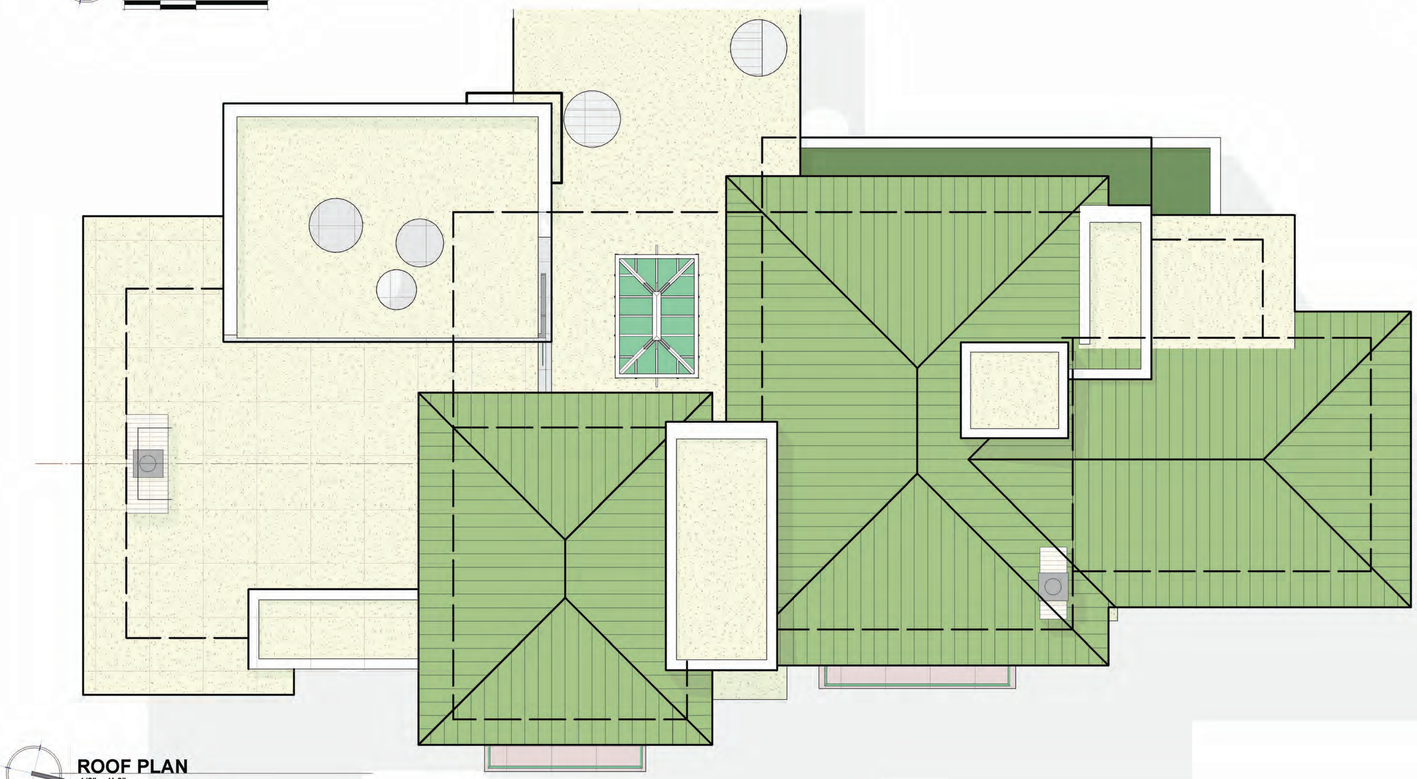
0 4' 8' 16'



UPPER LEVEL FLOOR PLAN

1/8" = 1'-0"

0 4' 8' 16'



ROOF PLAN

1/8" = 1'-0"

0 4' 8' 16'



PLAN KEY

ARRIVAL BUILDING

Floor Plans / Roof Plan

AMBIENTE CREEKSIDE

520 N. State Route 89A
Sedona Arizona

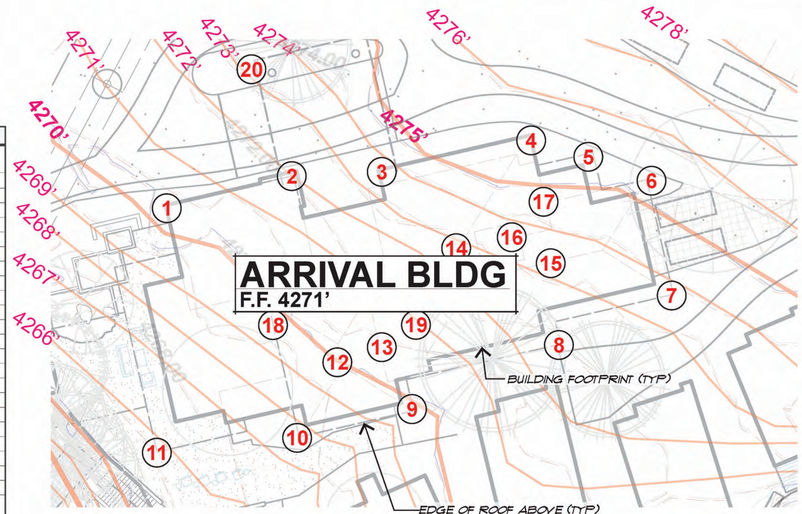
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Sheet 10 of 18

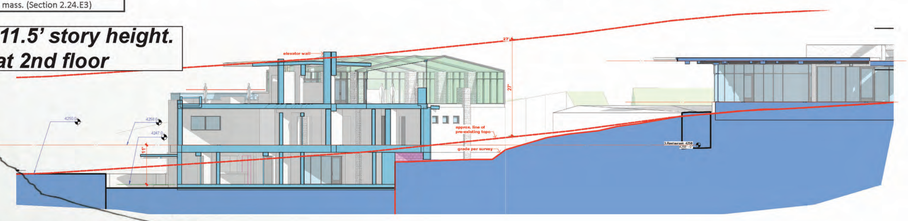
ROOF HEIGHT SCHEDULE			
MARK:	ROOF HEIGHT	NAT. GRADE	HT
BUILDING: Arrival Building			
1	4287.0	4270.2	16.8
2	4284.5	4272	12.5
3	4284.5	*4273.8*	10.7
4	4284.5	4275.2	9.3
5	4292.4	*4275.2*	17.2
6	4291.6	4275.2	16.4
7	4291.6	*4273.7*	17.9
8	4291.7	4272.4	19.3
9	4290.7	*4269.8*	20.9
10	4290.7	4268.2	22.5
11	4283.4	4266.2	17.2
12	4294.1	4268.8	25.3
**13	4291.9	4270.2	21.7
14	4296.1	4273	23.1
15	4294.9	4273.4	21.5
**16	4299.5	4273.8	25.7
17	4294.5	4274.3	20.2
18	4290.7	4269.8	20.9
**19	4298.0	4271.2	26.8
20	4282.4	4273	9.4

** Designates elevator, stair towers and rooftop mechanical screening parapets (Section 2.24.E3)

*** Designates chimney mass. (Section 2.24.E3)



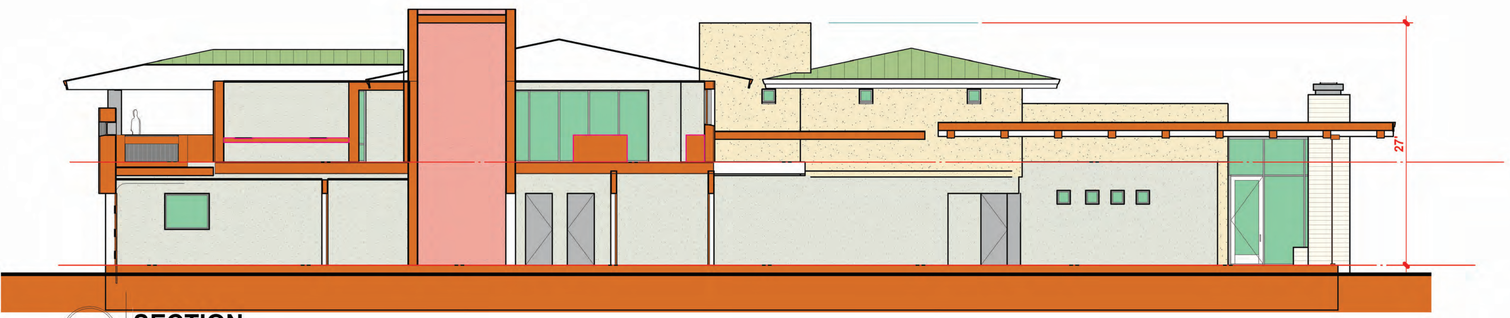
Assumes 11.5' story height.
9.0' plate at 2nd floor



HEIGHT PLAN
1:20 SCALE

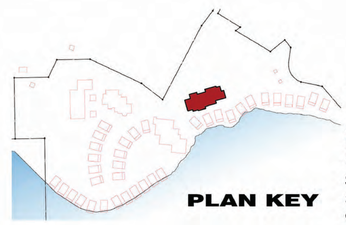


FRONT ELEVATION
1/8" = 1'-0"
0 4' 8' 16'



A

SECTION
1/8" = 1'-0"
0 4' 8' 16'

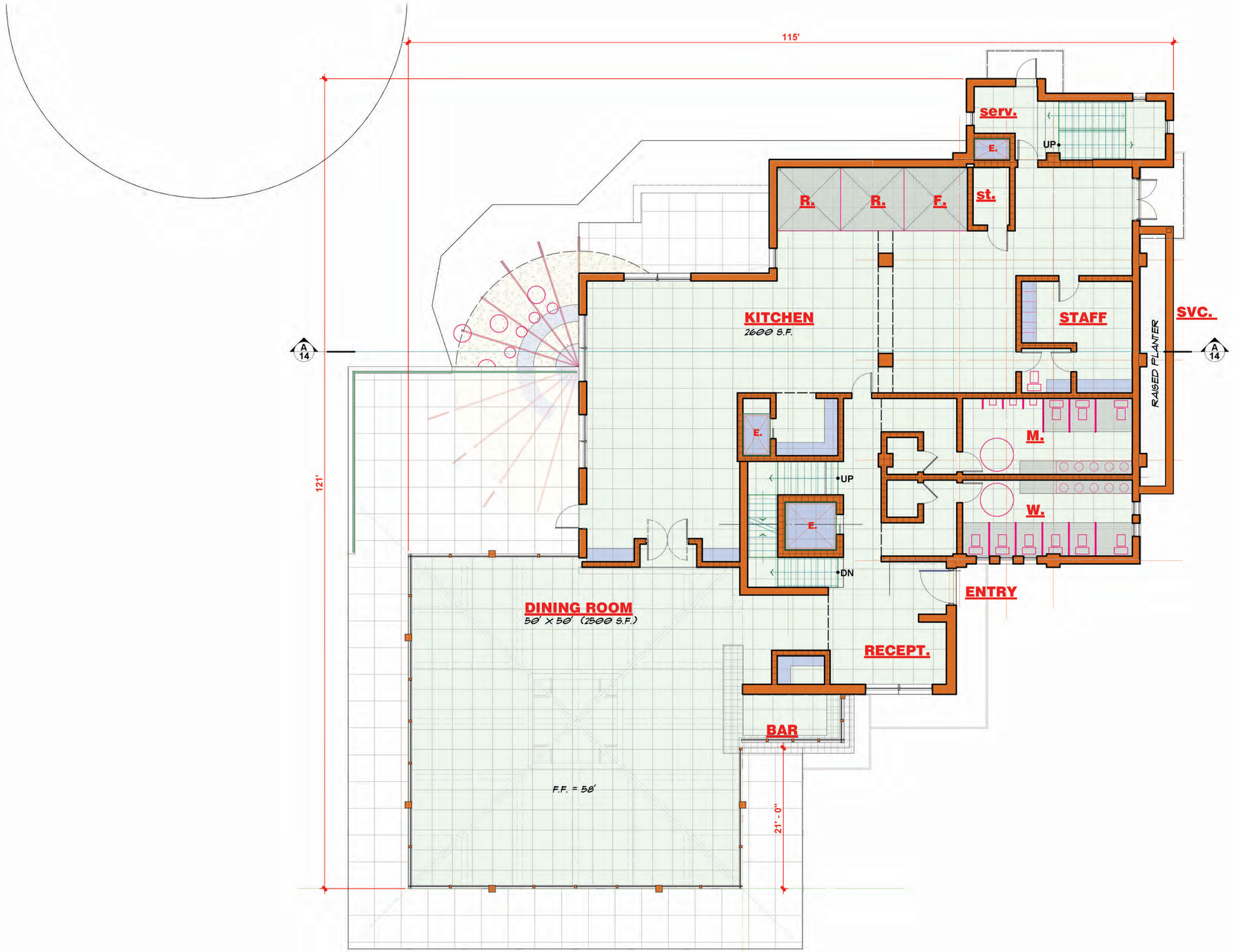


PLAN KEY

ARRIVAL BUILDING
Elevations / Sections

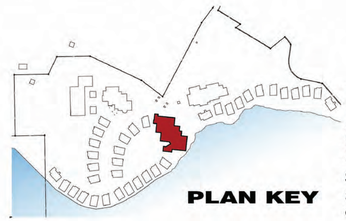
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Sedona Arizona

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1st FLOOR PLAN
1/8" = 1'-0"

0 4' 8' 16'

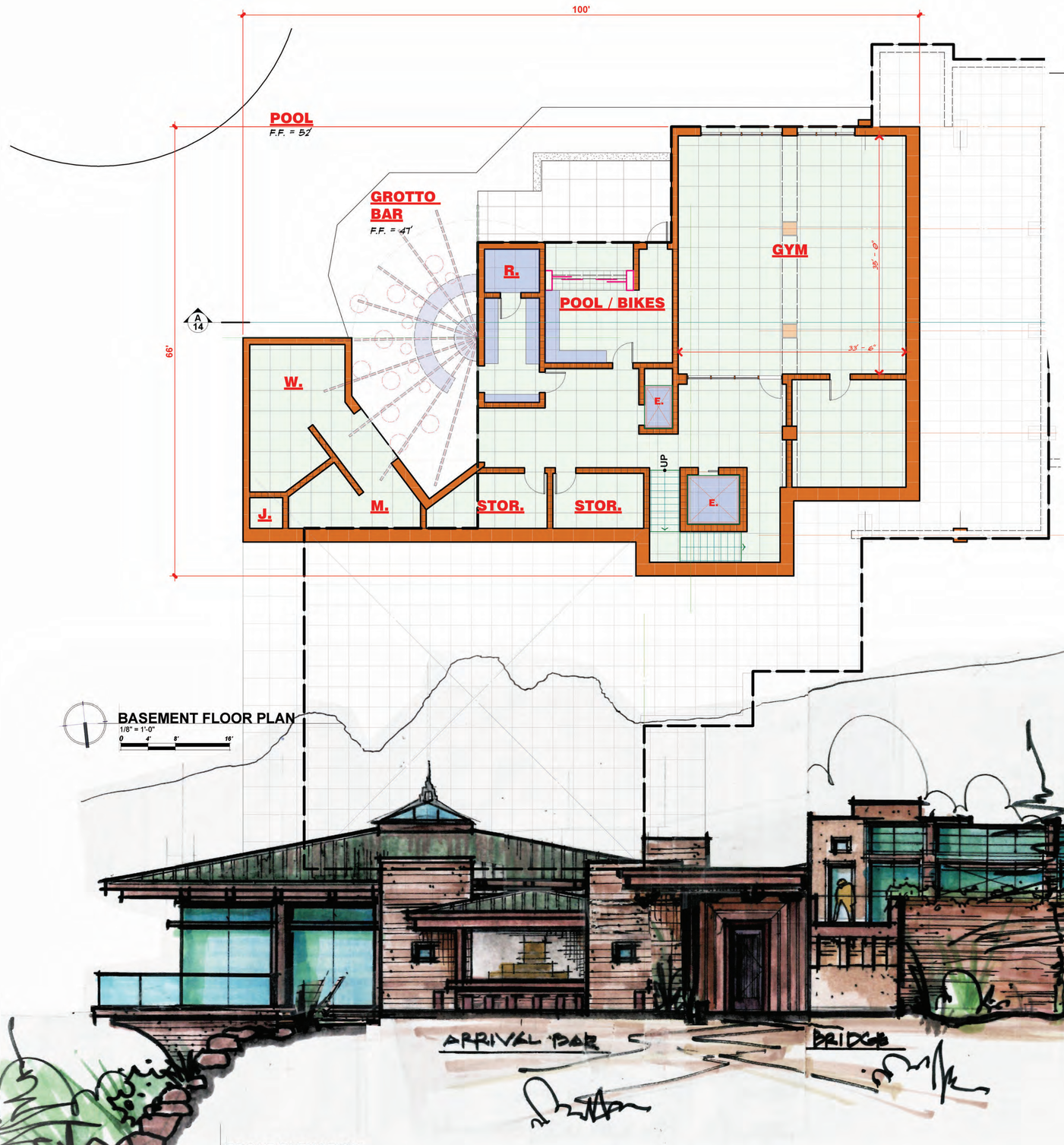


RESTAURANT

AMBIENTE CREEKSIDE
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Sedona Arizona

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Sheet 12 of 18



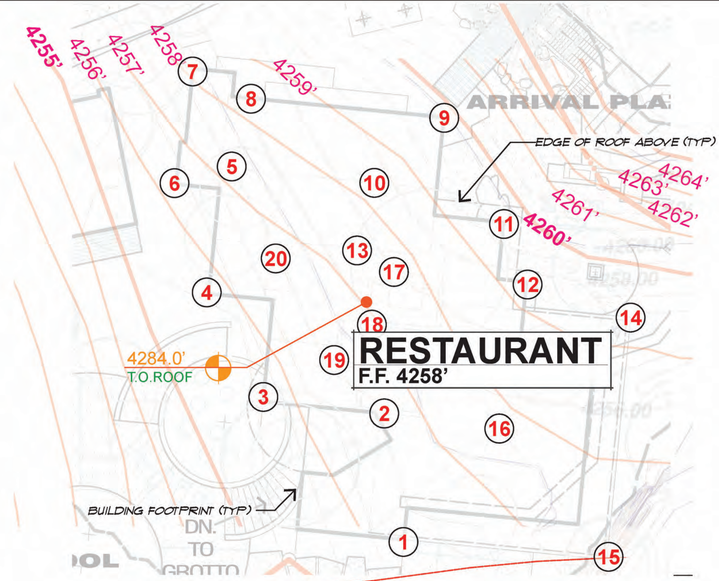
BASEMENT FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'

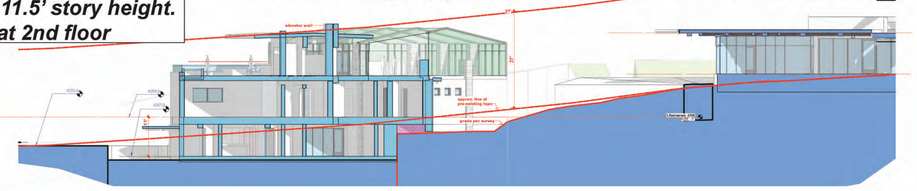
ROOF HEIGHT SCHEDULE			
MARK:	ROOF HEIGHT	NAT. GRADE	HT
BUILDING: Restaurant			
1	4273.4	4256.2	17.2
2	4280.5	4256.8	23.7
3	4270.5	*4255.8*	14.7
4	4270.5	4255.8	14.7
5	4282.9	*4257.2*	25.7
6	4280.0	4256.3	23.7
7	4273.5	*4258.2*	15.3
8	4278.7	4258.2	20.5
9	4278.7	*4259.8*	18.9
10	4282.9	4258.4	24.5
11	4268.9	4259.5	9.4
12	4268.9	4259.3	9.6
13	4278.9	4257.5	21.4
14	4273.4	4259.5	13.9
15	4273.4	4257.5	15.9
16	4282.5	4257.5	25
**17	4286.0	4257.6	28.4
18	4284.0	4257	27
19	4282.0	4256.5	25.5
20	4281.2	4256.7	24.5

** Designates elevator, stair towers and rooftop mechanical screening parapets (Section 2.24.E3)

*** Designates chimney mass. (Section 2.24.E3)

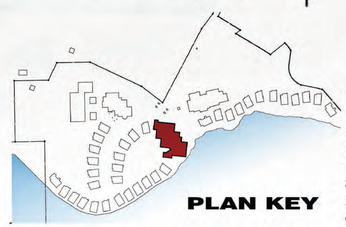
Assumes 11.5' story height.
9.0' plate at 2nd floor





HEIGHT PLAN
1:20 SCALE

FRONT ELEVATION
3/16" = 1'-0"
0 3' 5' 11'



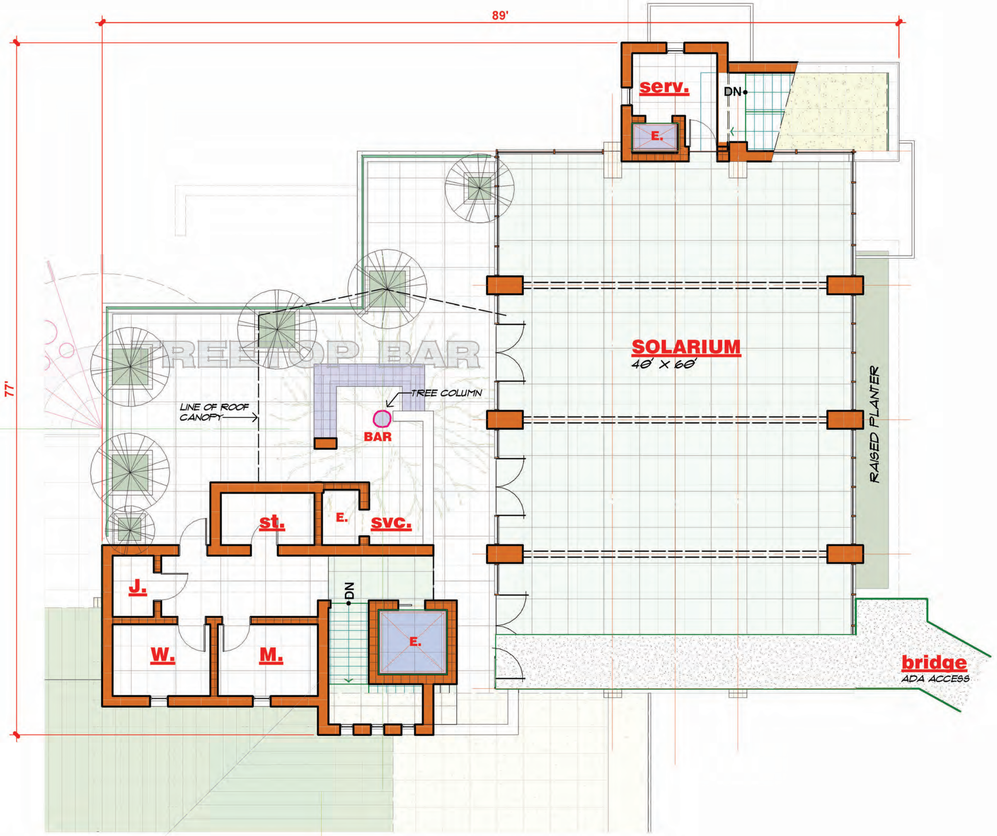
PLAN KEY

RESTAURANT

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

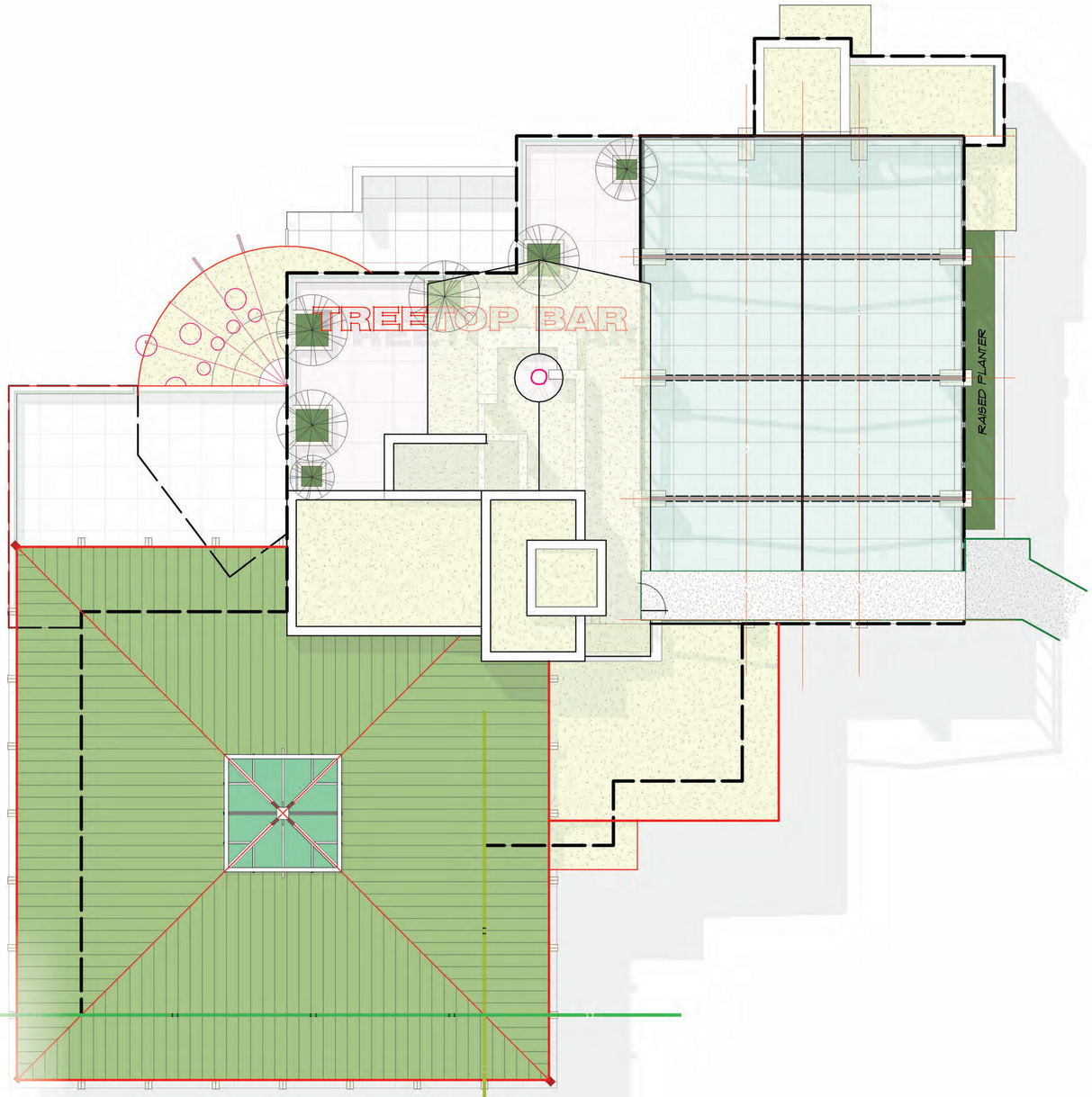
Sheet 13 of 18



2nd FLOOR PLAN

1/8" = 1'-0"

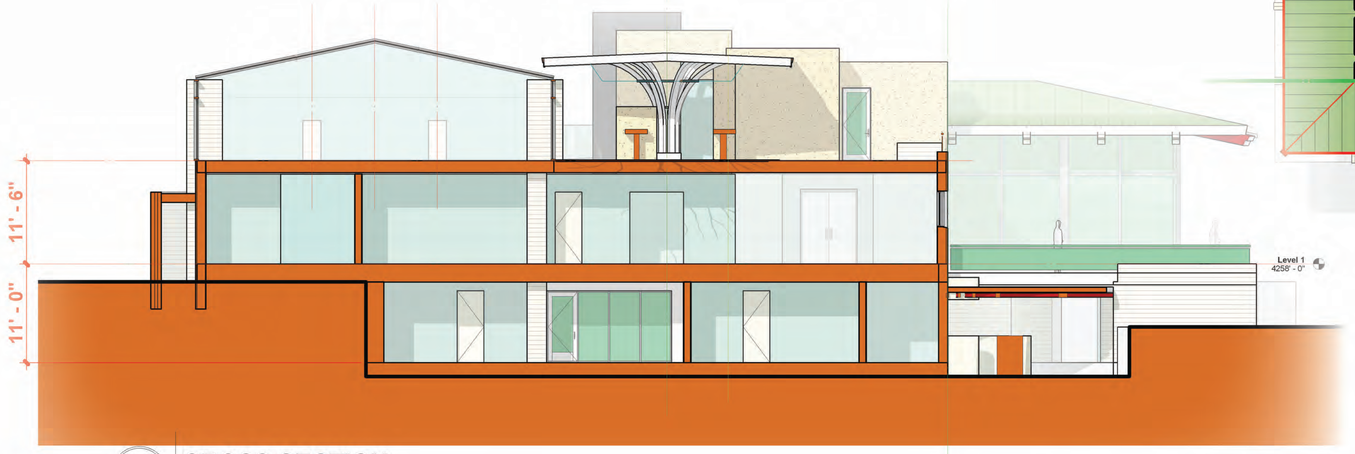
0 4' 8' 16'



ROOF PLAN

1/8" = 1'-0"

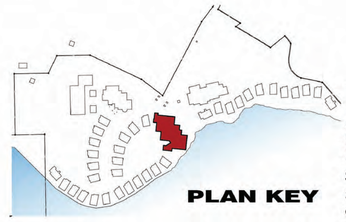
0 4' 8' 16'



A CROSS SECTION

1/8" = 1'-0"

0 4' 8' 16'

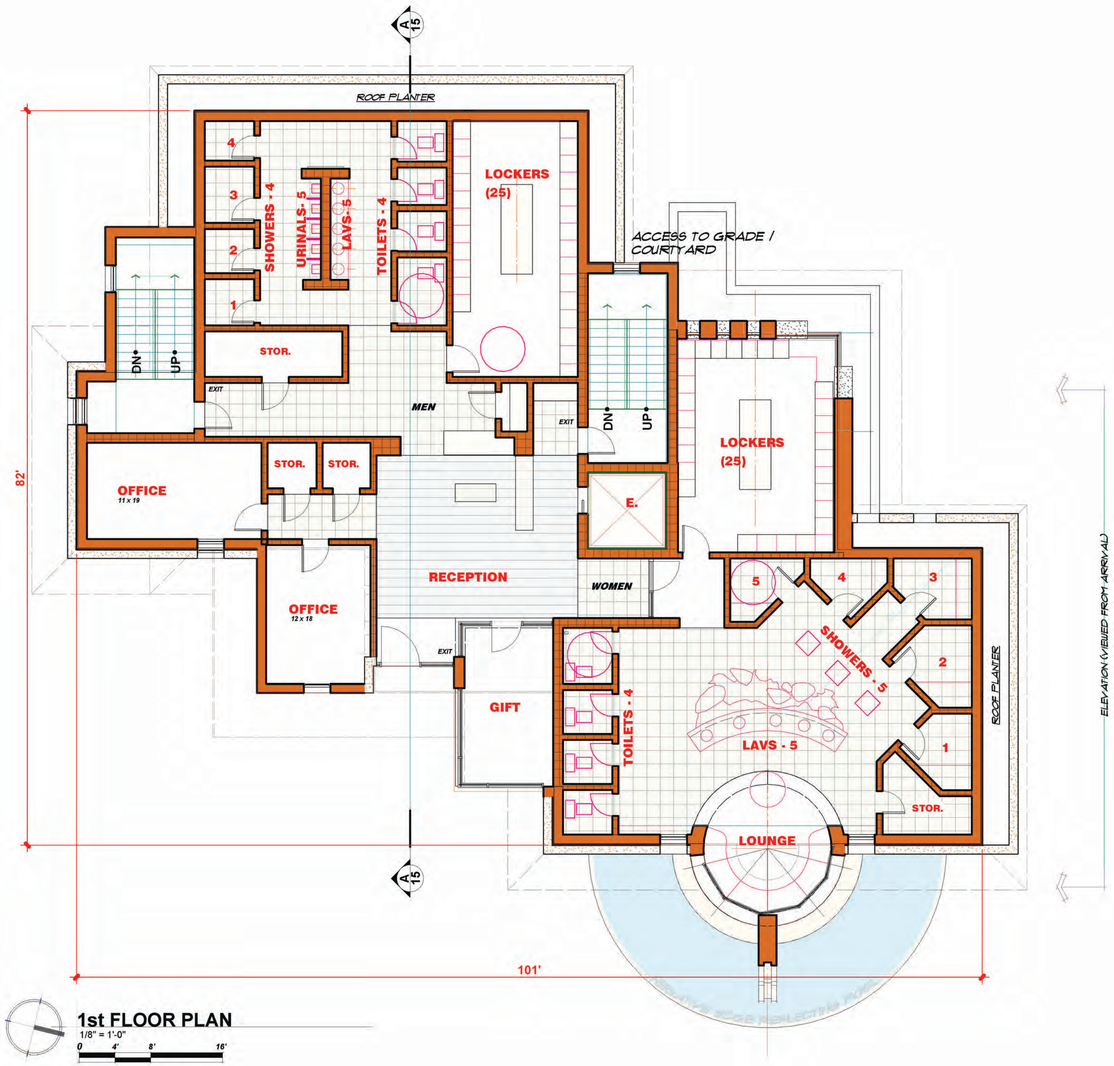


RESTAURANT

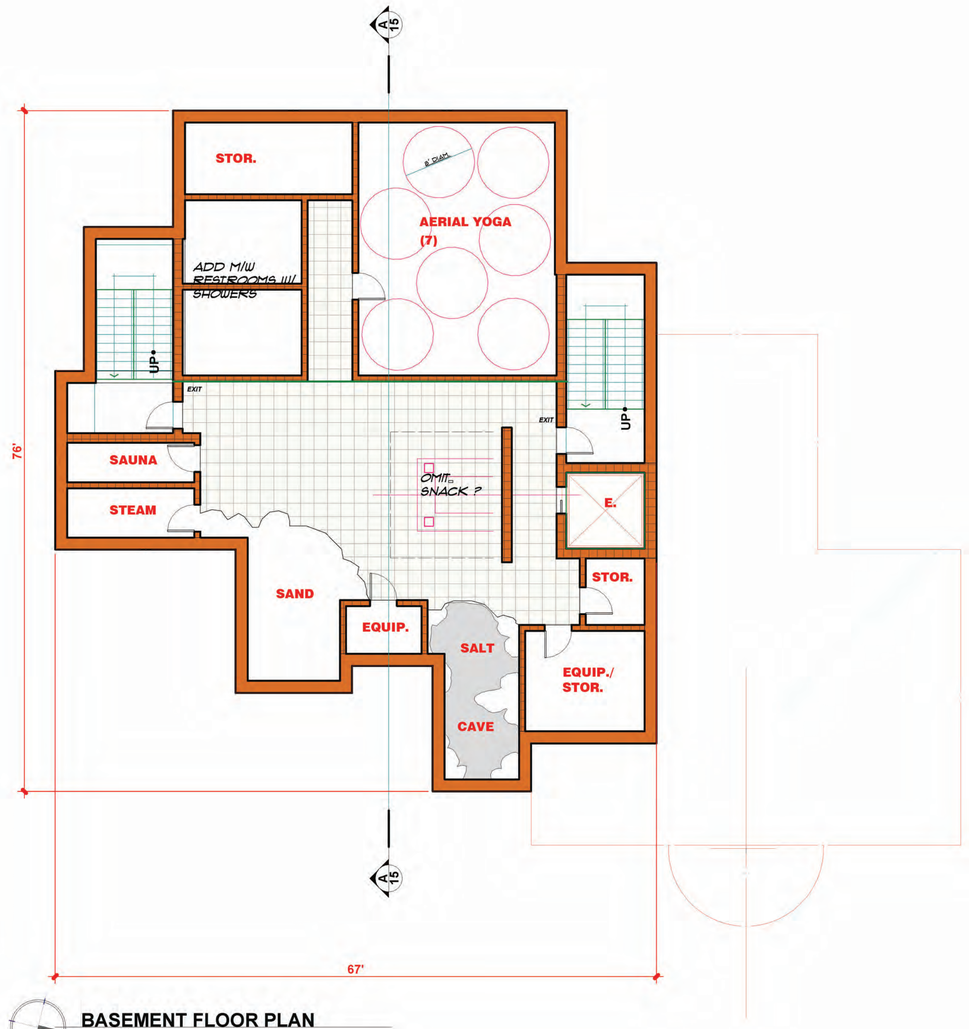
AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

Sheet 14 of 18



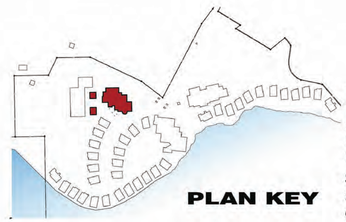
1st FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'



BASEMENT FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'



LONGITUDINAL SECTION
1/8" = 1'-0"
0 4' 8' 16'



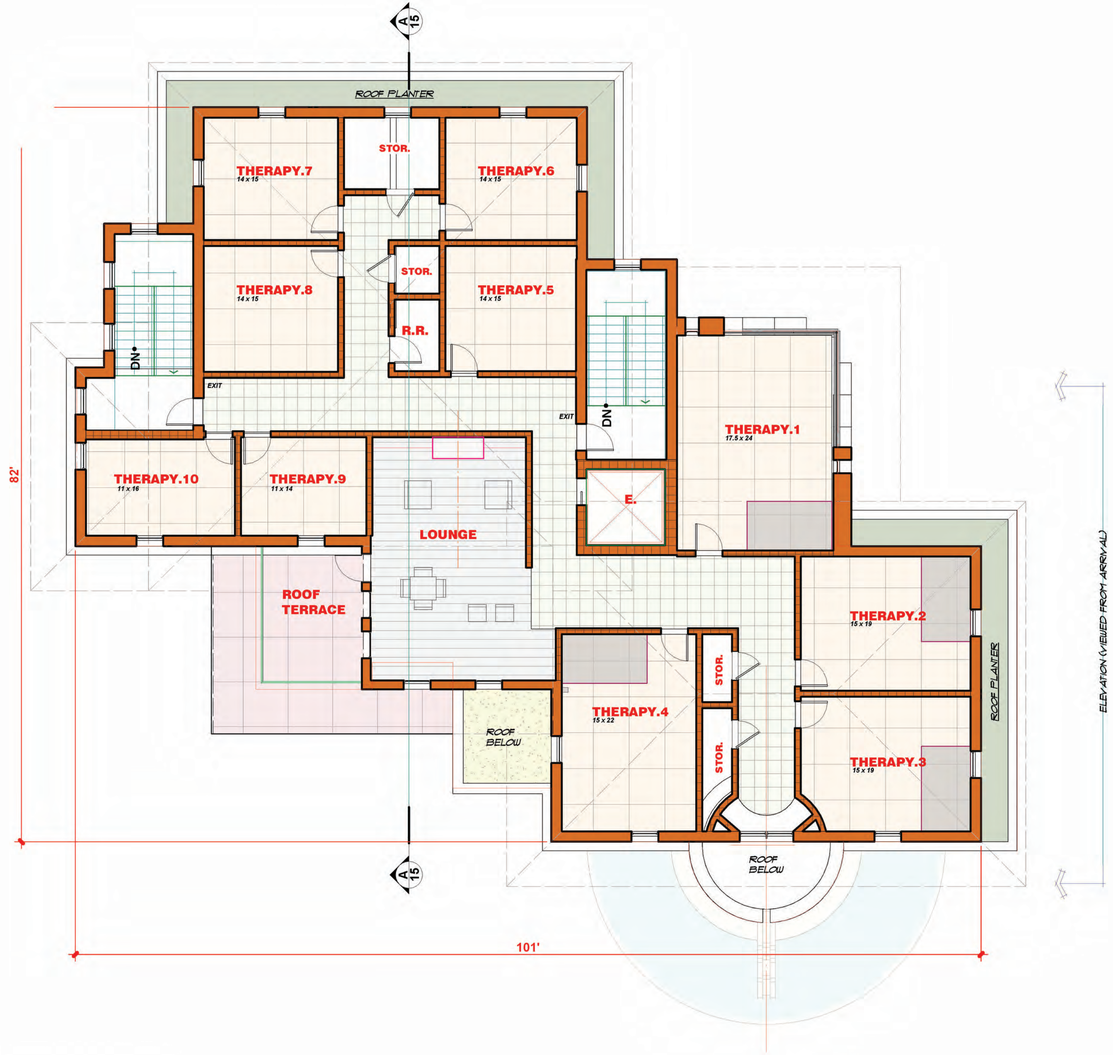
PLAN KEY

SPA
Floor Plans

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **4/23/2025**

Sheet 15 of 18



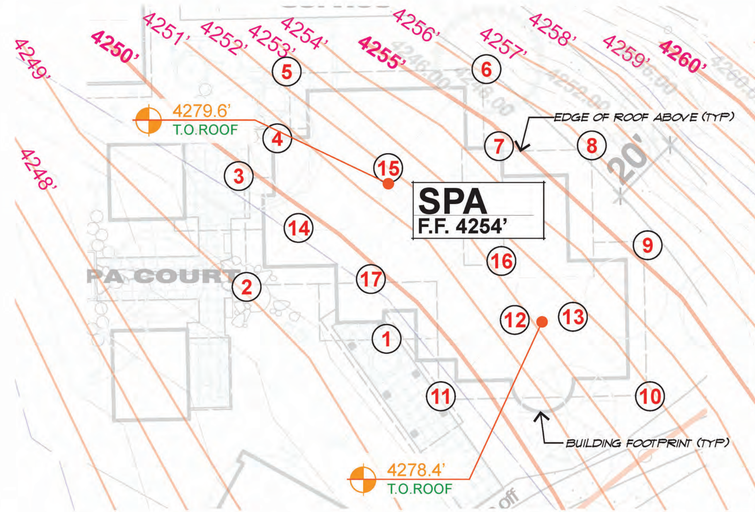
2nd FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'

ROOF HEIGHT SCHEDULE				
MARK:	ROOF HEIGHT	NAT. GRADE	HT	
BUILDING: Spa				
1	4273.9	4249.5	24.4	
2	4273.9	4249	24.9	
3	4273.9	*4249.5*	24.4	
**4	4278.0	4250.7	27.3	
5	4273.9	*4252.5*	21.4	
6	4273.9	4256	17.9	
**7	4278.0	*4254.5*	23.5	
8	4275.9	4256	19.9	
9	4273.9	*4255.3*	18.6	
10	4273.9	4253	20.9	
11	4273.9	4249.2	24.7	
12	4278.4	4252	26.4	
13	4278.4	4252.5	25.9	
14	4277.1	4249.7	27.4	
15	4279.6	4252	27.6	
16	4278.4	4252.7	25.7	
17	4273.9	4249.8	24.1	

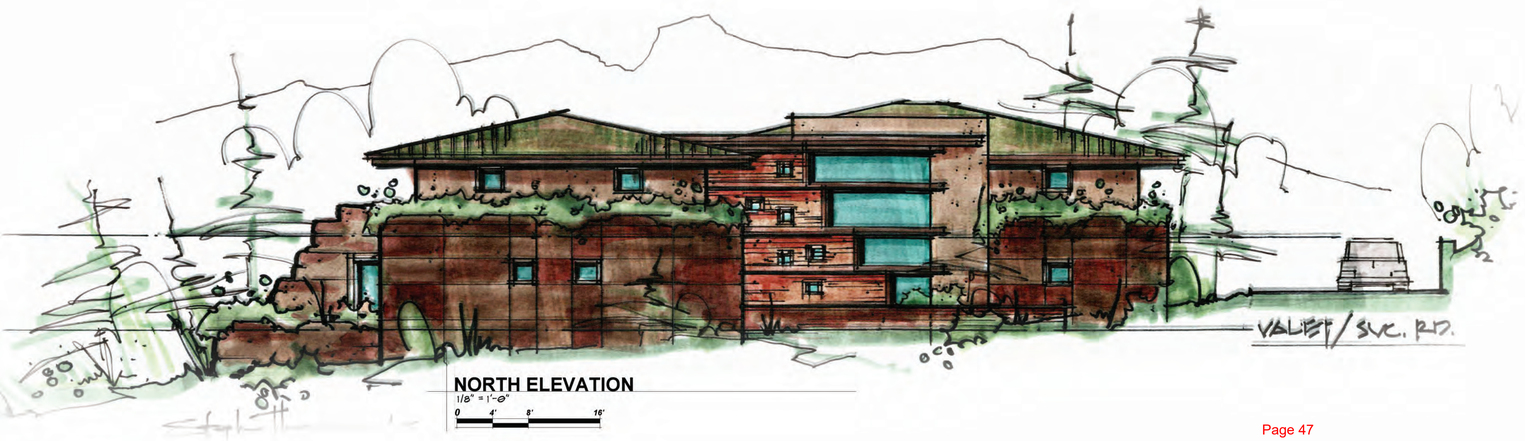
** Designates elevator, stair towers and rooftop mechanical screening parapets (Section 2.24.E3)

*** Designates chimney mass. (Section 2.24.E3)

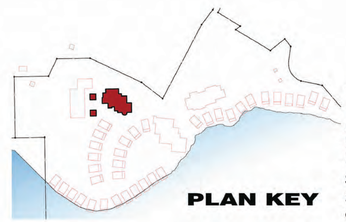
Assumes 11.0' story height.
9.0' plate at 2nd floor



HEIGHT PLAN
1:20 SCALE



NORTH ELEVATION
1/8" = 1'-0"
0 4' 8' 16'

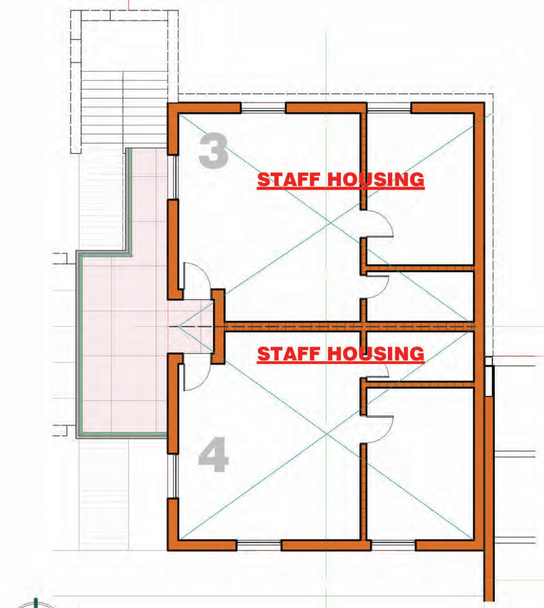


SPA

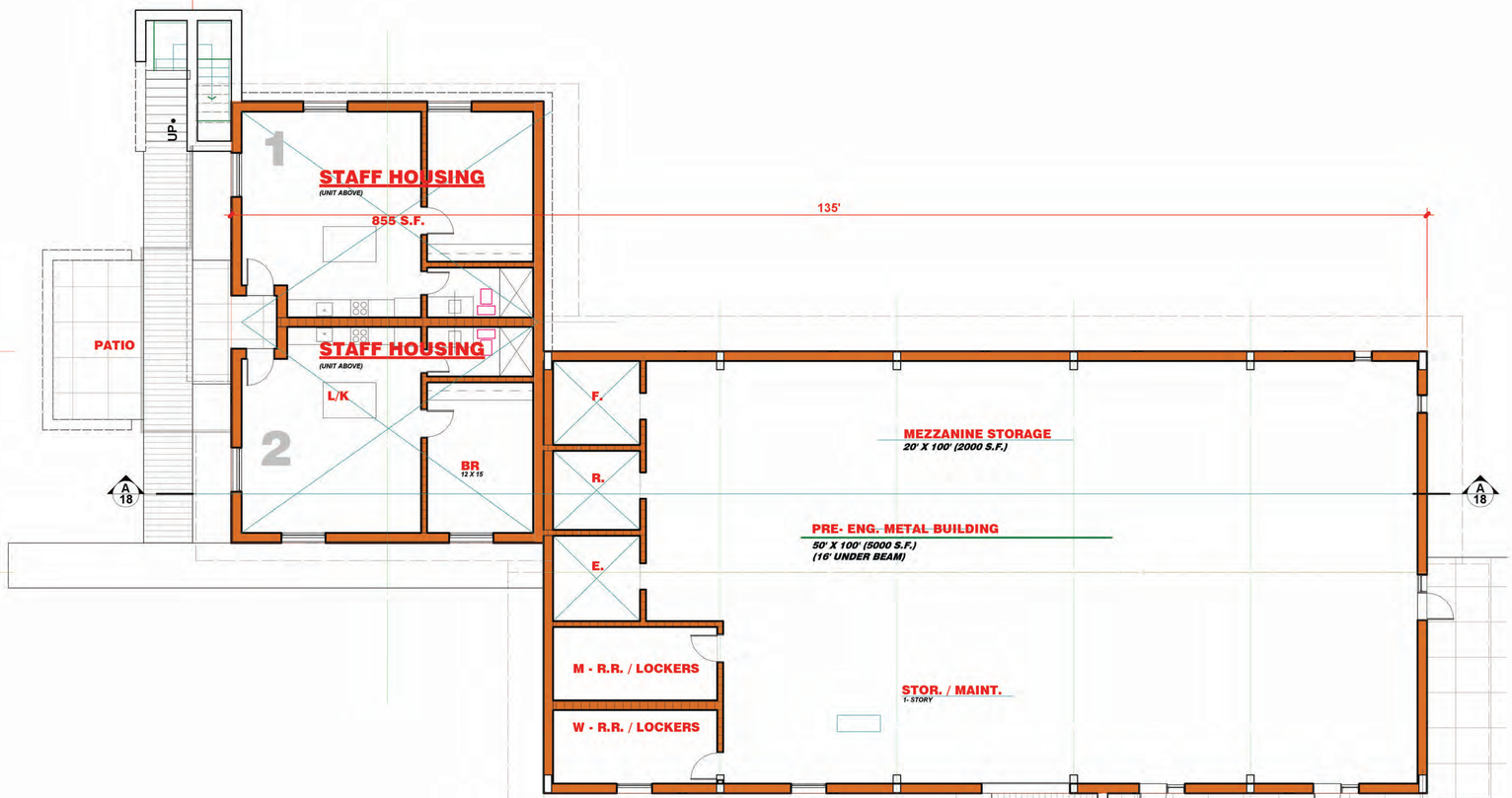
AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **4/23/2025**

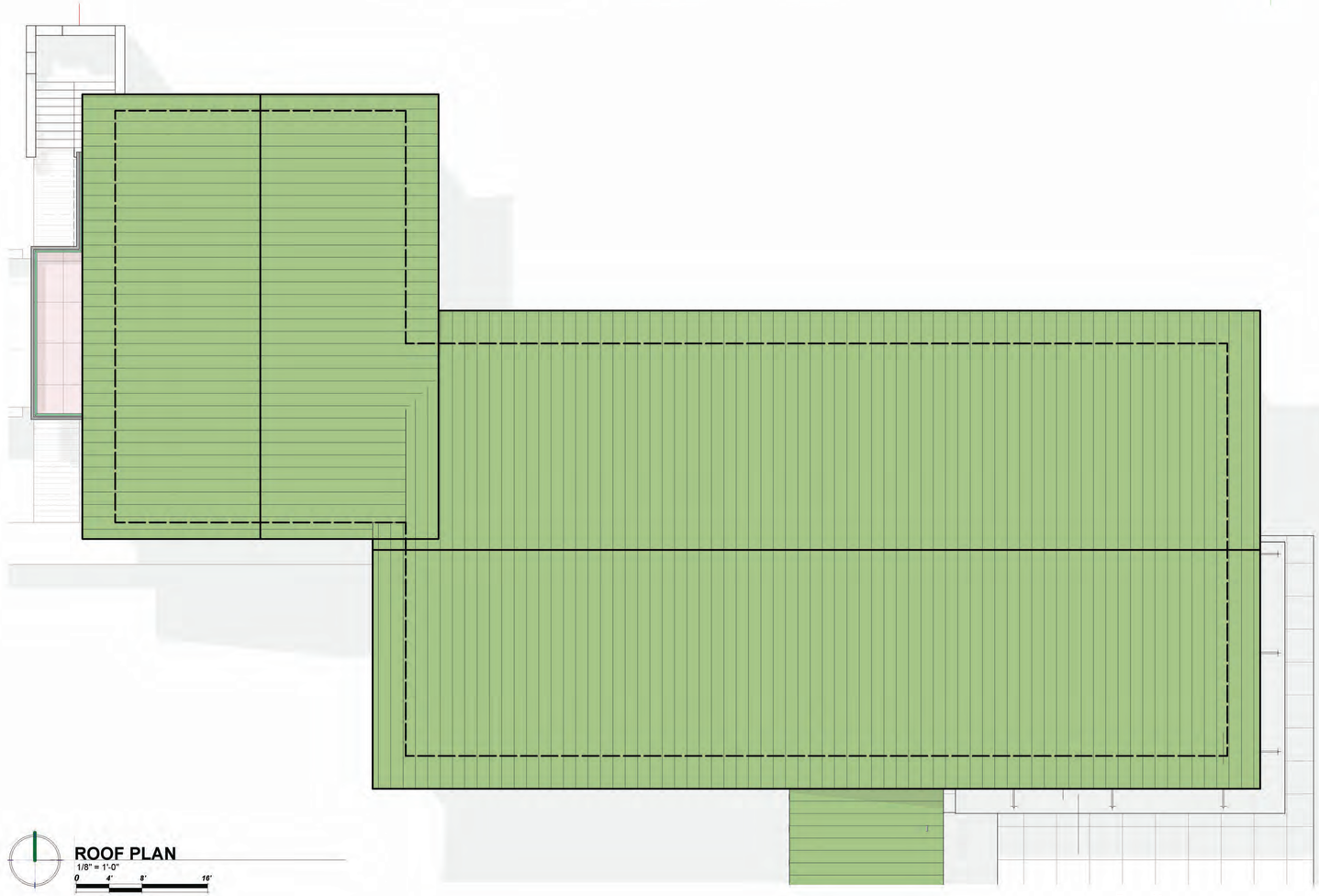
Sheet 16 of 18



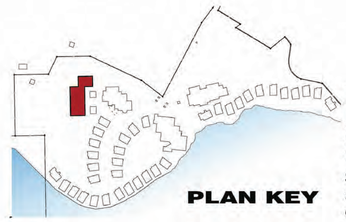
2nd FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'



1st FLOOR PLAN
1/8" = 1'-0"
0 4' 8' 16'



ROOF PLAN
1/8" = 1'-0"
0 4' 8' 16'



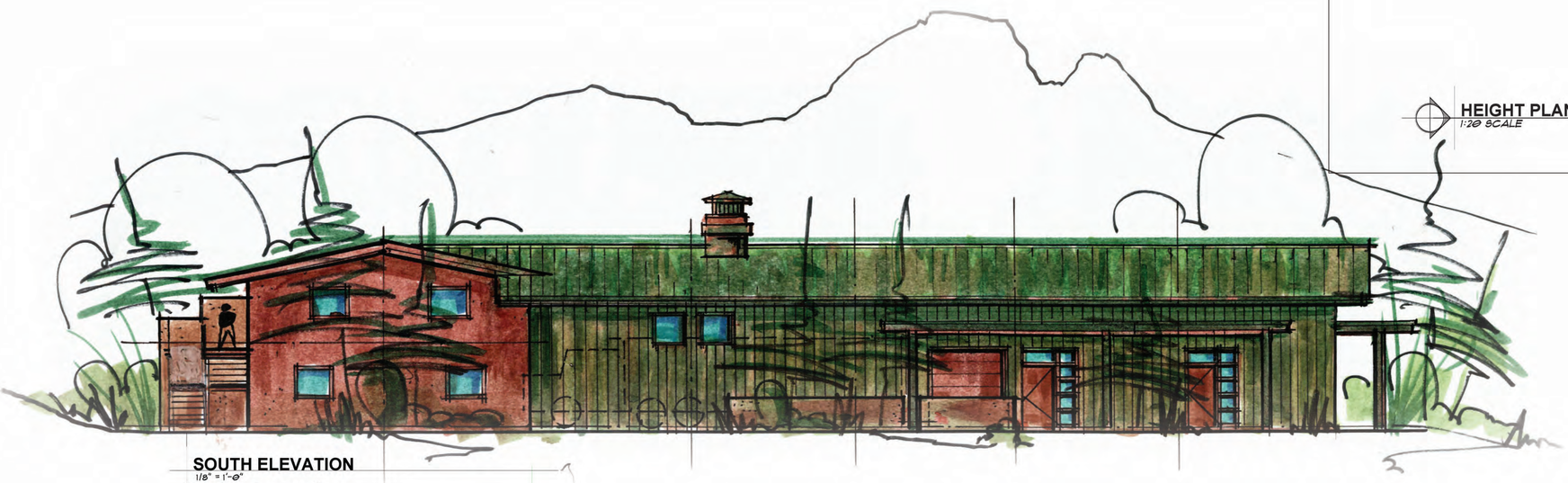
MAINTENANCE BUILDING

Floor Plans - Roof Plan

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

Sheet 17 of 18

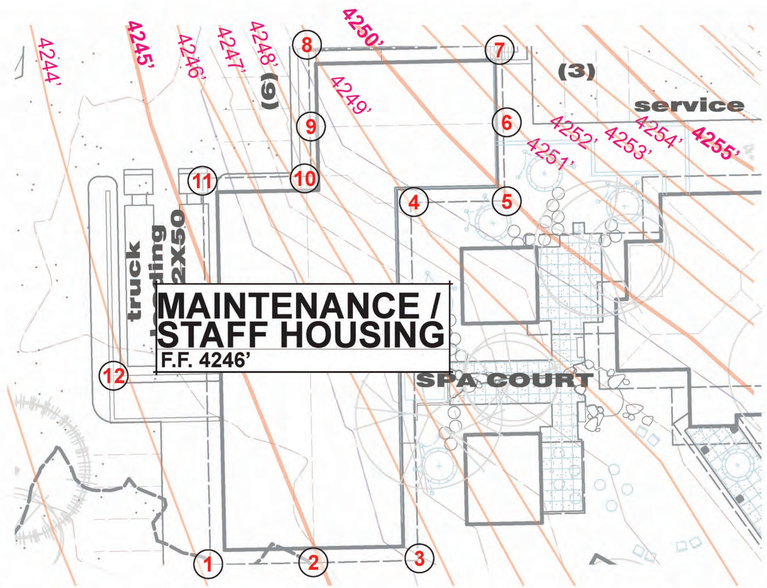


SOUTH ELEVATION
1/8" = 1'-0"
0 4' 8' 16'

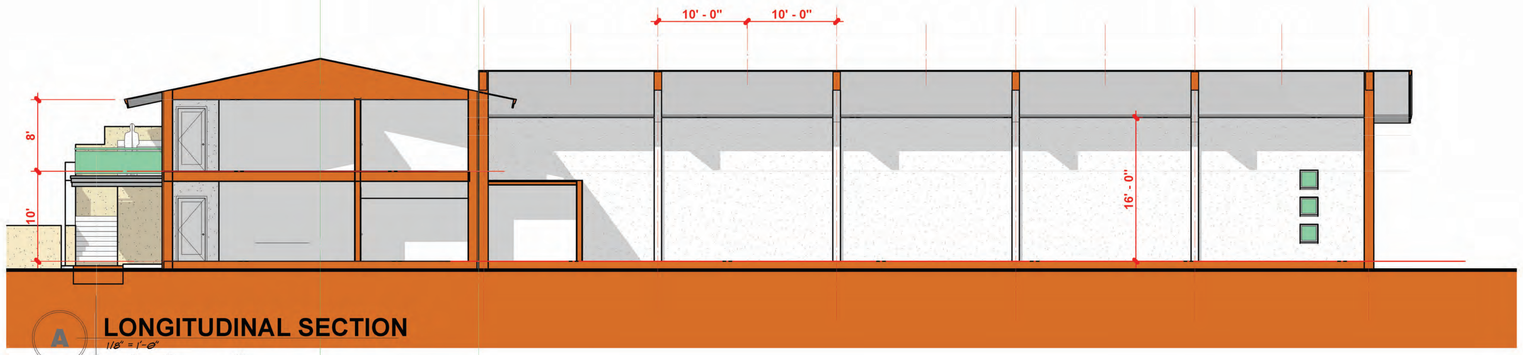
ROOF HEIGHT SCHEDULE				
MARK:	ROOF HEIGHT	NAT. GRADE	HT	
BUILDING: Maintenance Building				
1	4262.4	4244.2	18.2	
2	4268.4	4245	23.4	
3	4262.4	*4245.5*	16.9	
4	4264.0	4249	15	
5	4264.1	*4250*	14.1	
6	4268.5	4251	17.5	
7	4264.1	*4252*	12.1	
8	4264.1	4249	15.1	
9	4268.5	*4248.5*	20	
10	4268.4	4247.5	20.9	
11	4262.4	4245.5	16.9	
12	4261.5	4244	17.5	

** Designates elevator, stair towers and rooftop mechanical screening parapets (Section 2.24.E3)

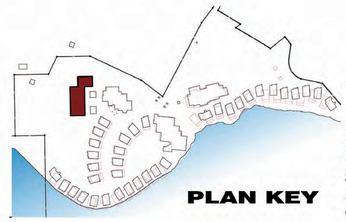
*** Designates chimney mass. (Section 2.24.E3)



HEIGHT PLAN
1:20 SCALE



A LONGITUDINAL SECTION
1/8" = 1'-0"
0 4' 8' 16'



MAINTENANCE BUILDING
Elevations

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

Sheet 18 of 18

Attachment 2c

Preliminary Grading Plans

520 N STATE ROUTE 89A
SEDONA, ARIZONA

AREA: 19.35 ACRES (842,980 SF)
APN: 401-08-006A
ZONING: CO

N51°19'51"E 22.09'
20.00' WATER MAIN EASEMENT
STATE ROUTE 89A
N61°54'39"W 143.73'
N51°45'53"W 64.42'
S69°57'25"E 134.53'
N31°35'10"E 90.76'
S38°05'50"E 19.84'
N30°47'04"E 139.87'
N38°18'23"W 63.75'
N50°57'02"E 33.06'
S81°33'37"E 49.38'
15.00' ROADWAY EASEMENT
4.76' UTILITY EASEMENT
15.00' SANITARY SEWER EASEMENT
N0°55'26"W 115.30'
N64°16'32"W 67.24'
N0°58'58"W 118.86'
N25°09'54"E 196.73'
N37°13'37"E 15.20'
N37°28'39"E 77.70'
N60°07'44"W 269.04'
D=28°37'35"
L=289.20'
R=55.00
N11°38'39"E 74.75'
N49°12'25"E 109.75'
D=11°34'04"
L=129.21'
R=640.00
S89°04'11"W 211.66'
S1°02'22"E 102.33'
S88°59'46"W 328.44'
FEMA FLOODWAY
10.00' WATER LINE EASEMENT
L=4.76, R=680.00
Δ=0°24'04"
S56°22'29"E 40.15'
N28°55'39"E 139.42'
N27°00'50"E 165.20'
N62°00'28"W 14.10'
N26°54'17"E 112.46'
N26°55'35"E 41.08'
S63°05'43"E 35.00'
N26°54'17"E 87.25'
N26°54'17"E 50.00'
N63°05'43"W 35.00'
N62°57'49"W 32.87'
CITY OF SEDONA FLOOPLAIN
CITY OF SEDONA FLOODWAY
NATIONAL FOREST
FEMA FLOODPLAIN
S1°10'14"E 558.67'
S1°09'49"E 104.12'
S1°09'49"E 666.60'
S89°12'13"W 325.18'
N88°51'20"E 365.97'
S1°17'30"E 333.66'

LINETYPE LEGEND

- EXISTING SANITARY SERVICE — SS —
- EXISTING EDGE OF PAVEMENT
- EXISTING WATER LINE EASEMENT
- EXISTING ROAD EASEMENT
- EXISTING UTILITY EASEMENT
- EXISTING FLOODWAY
- EXISTING FLOODPLAIN
- EXISTING SEWER LINE — SS —
- EXISTING WATER LINE — 8"W —
- PARCEL BOUNDARY & RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- BUILDING SETBACK LINE
- EXISTING CONTOURS 4095 / 4096

UTILITIES LEGEND (EXISTING)

- (B) BOLLARD
- (CO) SEWER CLEANOUT
- WATER METER BOX
- WATER VALVE
- RV HOOKUPS
- (M) MANHOLE
- (T) TELEPHONE PEDESTAL
- (F) FIRE DEPARTMENT CONNECTION

0 30' 60' 120'
HORIZONTAL SCALE IN FEET
1" = 60'

LAND SURVEYOR:

LYON ENGINEERING & SURVEYING
1650 WILLOW CREEK ROAD
PRESCOTT, ARIZONA 86301
PHONE: (928) 776-1750

NOTE: SURVEY WAS DONE BY LYON ENGINEERING AND SURVEYING IN THE MONTH OF OCTOBER 2024.

PRELIMINARY

Sefton Engineering Consultants
Your Ideas to Completion
Surveying • Engineering • Land Planning
40 STUTZ BEARCAT DR. #8
SEDONA, ARIZONA 86336
PH: (928) 202-3999 LS@SEFENGCO.COM

SHEET TITLE: SURVEY

PROJECT TITLE:
AMBIENTE - A LANDSCAPE HOTEL
520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 60'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	V-1

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AMBIENTE - A LANDSCAPE HOTEL PRELIMINARY PLANS

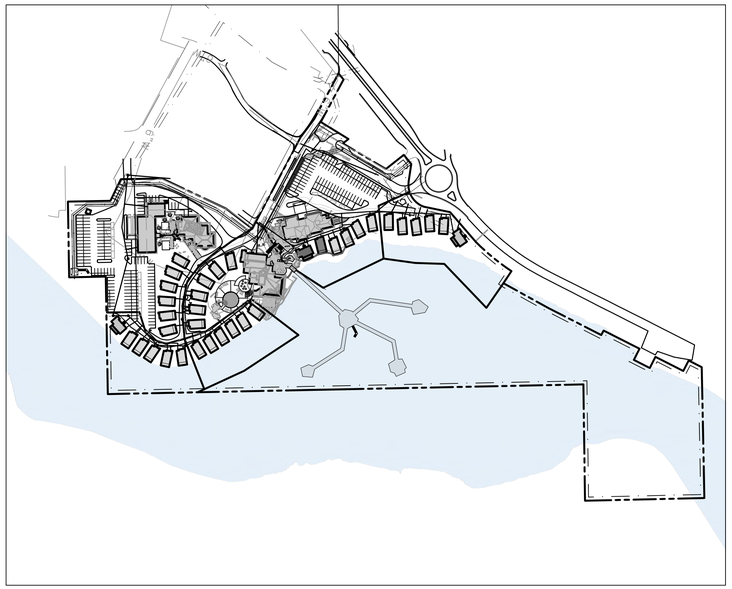
520 N STATE ROUTE 89A
SEDONA, ARIZONA

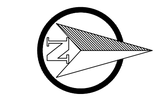
AREA: 19.35 ACRES (842,980 SF)
APN: 401-08-006A
ZONING: CO

PRELIMINARY

SHEET INDEX

C-1 COVER SHEET
C-2A PROPOSED OVERALL SITE PLAN
C-2B PROPOSED SITE PLAN
C-2C PROPOSED SITE PLAN
C-2D PROPOSED SITE PLAN
C-2E PROPOSED SITE PLAN
C-3 TREE PLAN 1 OF 2
C-4 TREE PLAN 2 OF 2
C-5 TREE PLAN LEGEND
C-6 GRADING AND DRAINAGE OVERALL
C-7 UTILITY SHEET
C-8 SWMPPP







VICINITY MAP
COTTONWOOD, ARIZONA
NO SCALE

DEVELOPER

MIKE STEVENSON
(928) 699-0833
SAFARI@COMMSPEED.NET

OWNER

ADOBE JACK LLC

CIVIL ENGINEER:

SEFTON ENGINEERING CONSULTANTS
40 STUTZ BEARCAT DR.
SEDONA, ARIZONA 86336
PHONE: (928) 202-3999
LUKE A. SEFTON, P.E. 37322
TIMOTHY HUSKETT, P.E. 58609

LAND SURVEYOR:

LYON ENGINEERING & SURVEYING
1650 WILLOW CREEK ROAD
PRESCOTT, ARIZONA 86301
PHONE: (928) 776-1750

ARCHITECT:

STEPHEN THOMPSON ARCHITECT
955 DRY CREEK RD.
SEDONA, ARIZONA 86336
PHONE: (928) 301-5922
STEPHAN THOMPSON

FLOOD DETAILS

THE PROPERTY IS IN THE FEMA DESIGNATED FLOOD PLAIN AS PER FIRM PANEL NUMBER 04005C7657H DATED MARCH 21, 2023.

Sefton Engineering Consultants
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Surveying • Engineering • Land Planning
40 STUTZ BEARCAT DR. #8
SEDONA, ARIZONA 86336
PH: (928) 202-3999 LS@SEFENGCO.COM

SHEET TITLE: COVER SHEET

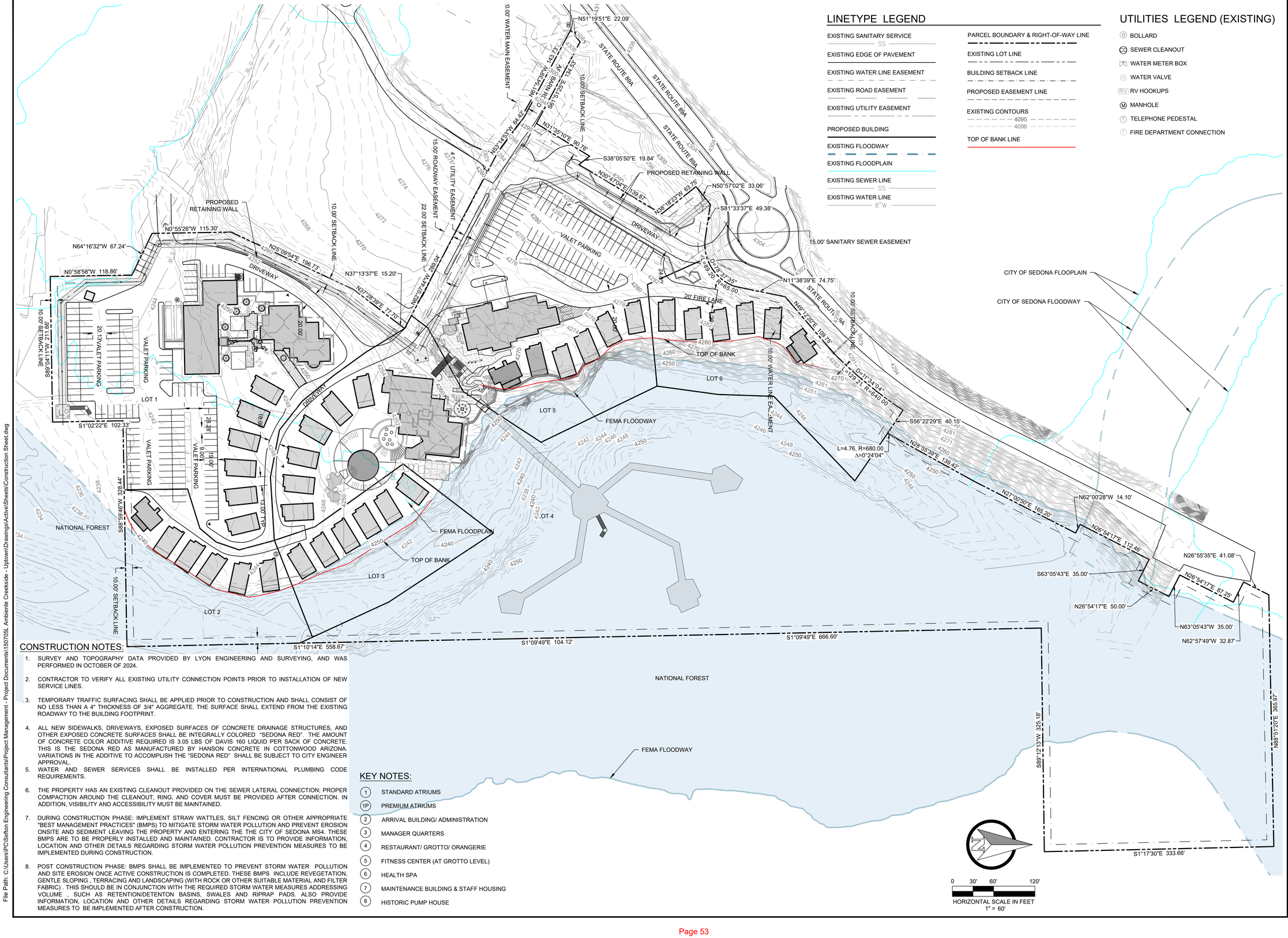
PROJECT TITLE: AMBIENTE - A LANDSCAPE HOTEL
520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	AS SHOWN
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-1

Contact Arizona 811 at least two full working days before you begin excavation
ARIZONA811 BLUE STAKE, INC.
Call 811 or click Arizona811.com

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C:\Users\PC\Sefton Engineering Consultants\Project Management - Project Documents\150705L Ambiente Creekside - Uptown\Drawings\Active\Sheets\Construction Sheet.dwg



CONSTRUCTION NOTES:

1. SURVEY AND TOPOGRAPHY DATA PROVIDED BY LYON ENGINEERING AND SURVEYING, AND WAS PERFORMED IN OCTOBER OF 2024.
2. CONTRACTOR TO VERIFY ALL EXISTING UTILITY CONNECTION POINTS PRIOR TO INSTALLATION OF NEW SERVICE LINES.
3. TEMPORARY TRAFFIC SURFACING SHALL BE APPLIED PRIOR TO CONSTRUCTION AND SHALL CONSIST OF NO LESS THAN A 4" THICKNESS OF 3/4" AGGREGATE. THE SURFACE SHALL EXTEND FROM THE EXISTING ROADWAY TO THE BUILDING FOOTPRINT.
4. ALL NEW SIDEWALKS, DRIVEWAYS, EXPOSED SURFACES OF CONCRETE DRAINAGE STRUCTURES, AND OTHER EXPOSED CONCRETE SURFACES SHALL BE INTEGRALLY COLORED "SEDONA RED". THE AMOUNT OF CONCRETE COLOR ADDITIVE REQUIRED IS 3.05 LBS OF DAVIS 160 LIQUID PER SACK OF CONCRETE. THIS IS THE SEDONA RED AS MANUFACTURED BY HANSON CONCRETE IN COTTONWOOD ARIZONA. VARIATIONS IN THE ADDITIVE TO ACCOMPLISH THE "SEDONA RED" SHALL BE SUBJECT TO CITY ENGINEER APPROVAL.
5. WATER AND SEWER SERVICES SHALL BE INSTALLED PER INTERNATIONAL PLUMBING CODE REQUIREMENTS.
6. THE PROPERTY HAS AN EXISTING CLEANOUT PROVIDED ON THE SEWER LATERAL CONNECTION; PROPER COMPACTION AROUND THE CLEANOUT, RING, AND COVER MUST BE PROVIDED AFTER CONNECTION. IN ADDITION, VISIBILITY AND ACCESSIBILITY MUST BE MAINTAINED.
7. DURING CONSTRUCTION PHASE: IMPLEMENT STRAW WATTLES, SILT FENCING OR OTHER APPROPRIATE "BEST MANAGEMENT PRACTICES" (BMPS) TO MITIGATE STORM WATER POLLUTION AND PREVENT EROSION ONSITE AND SEDIMENT LEAVING THE PROPERTY AND ENTERING THE THE CITY OF SEDONA MS4. THESE BMPS ARE TO BE PROPERLY INSTALLED AND MAINTAINED. CONTRACTOR IS TO PROVIDE INFORMATION, LOCATION AND OTHER DETAILS REGARDING STORM WATER POLLUTION PREVENTION MEASURES TO BE IMPLEMENTED DURING CONSTRUCTION.
8. POST CONSTRUCTION PHASE: BMPS SHALL BE IMPLEMENTED TO PREVENT STORM WATER POLLUTION AND SITE EROSION ONCE ACTIVE CONSTRUCTION IS COMPLETED. THESE BMPS INCLUDE REVEGETATION, GENTLE SLOPING , TERRACING AND LANDSCAPING (WITH ROCK OR OTHER SUITABLE MATERIAL AND FILTER FABRIC) . THIS SHOULD BE IN CONJUNCTION WITH THE REQUIRED STORM WATER MEASURES ADDRESSING VOLUME , SUCH AS RETENTION/DETENTON BASINS, SWALES AND RIPRAP PADS. ALSO PROVIDE INFORMATION, LOCATION AND OTHER DETAILS REGARDING STORM WATER POLLUTION PREVENTION MEASURES TO BE IMPLEMENTED AFTER CONSTRUCTION.

KEY NOTES:

1. STANDARD ATRIUMS
1P. PREMIUM ATRIUMS
2. ARRIVAL BUILDING/ ADMINISTRATION
3. MANAGER QUARTERS
4. RESTAURANT/ GROTTO/ ORANGERIE
5. FITNESS CENTER (AT GROTTO LEVEL)
6. HEALTH SPA
7. MAINTENANCE BUILDING & STAFF HOUSING
8. HISTORIC PUMP HOUSE

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SEDONA, ARIZONA 86336
PH: (928) 202-3999 LS@SEFENGCO.COM

SHEET TITLE: PROPOSED OVERALL SITE PLAN

PROJECT TITLE:

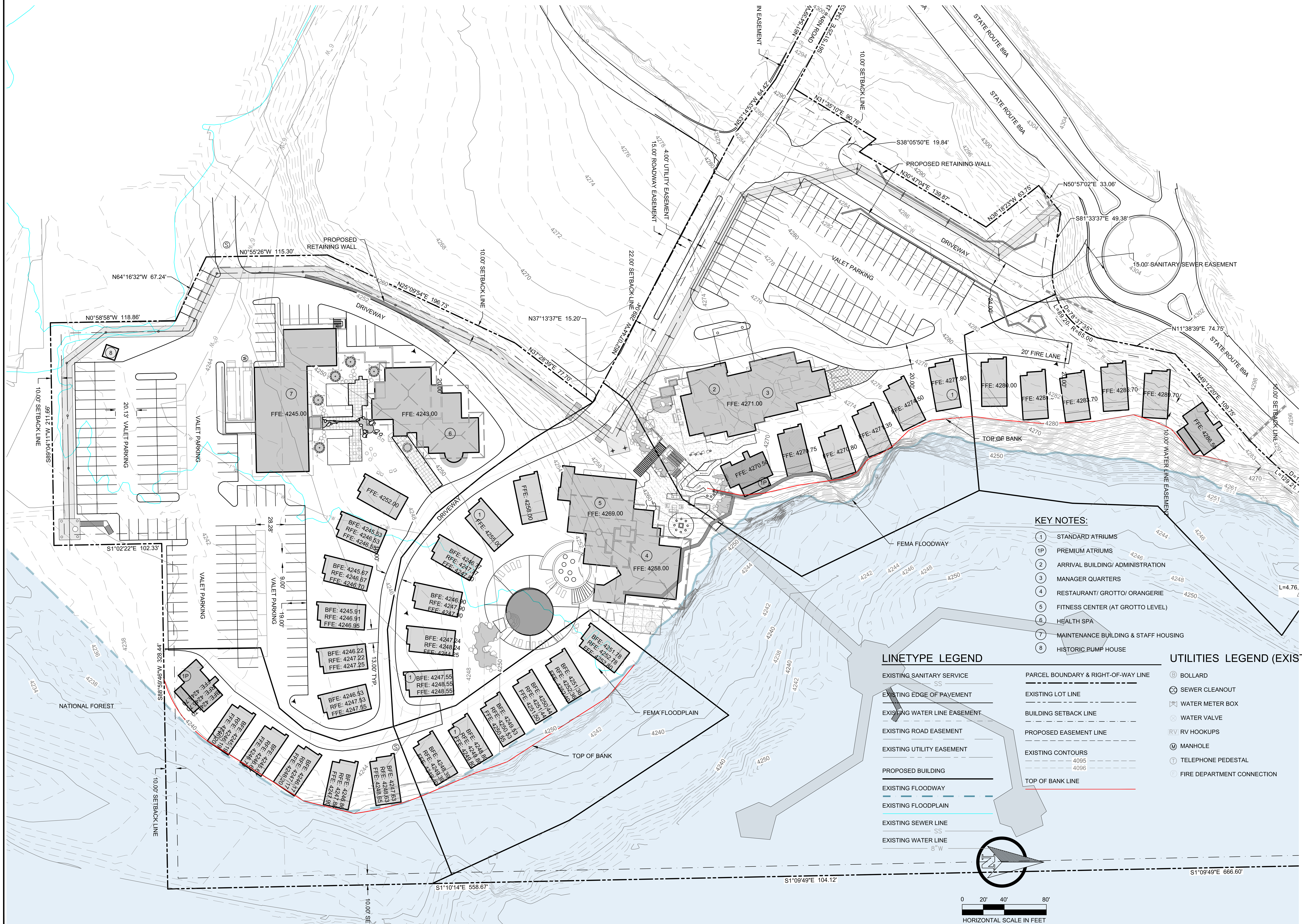
AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 60'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-2A

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KEY NOTES:

1. STANDARD ATRIUMS
1P. PREMIUM ATRIUMS
2. ARRIVAL BUILDING/ ADMINISTRATION
3. MANAGER QUARTERS
4. RESTAURANT/ GROTTO/ ORANGERIE
5. FITNESS CENTER (AT GROTTO LEVEL)
6. HEALTH SPA
7. MAINTENANCE BUILDING & STAFF HOUSING
8. HISTORIC PUMP HOUSE

LINETYPE LEGEND

- EXISTING SANITARY SERVICE (SS)
- EXISTING EDGE OF PAVEMENT
- EXISTING WATER LINE EASEMENT
- EXISTING ROAD EASEMENT
- EXISTING UTILITY EASEMENT
- PROPOSED BUILDING
- EXISTING FLOODWAY
- EXISTING FLOODPLAIN
- EXISTING SEWER LINE (SS)
- EXISTING WATER LINE (8"W)
- PARCEL BOUNDARY & RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- EXISTING CONTOURS (4095, 4096)
- TOP OF BANK LINE

UTILITIES LEGEND (EXISTING)

- (B) BOLLARD
- (CO) SEWER CLEANOUT
- WATER METER BOX
- WATER VALVE
- RV RV HOOKUPS
- (M) MANHOLE
- (T) TELEPHONE PEDESTAL
- (F) FIRE DEPARTMENT CONNECTION

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PH: (928) 202-3999 LS@SEFTENGCO.COM

SHEET TITLE: PROPOSED SITE PLAN

PROJECT TITLE: **AMBIENTE - A LANDSCAPE HOTEL**

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 40'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-2B

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AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

PROJECT TITLE:

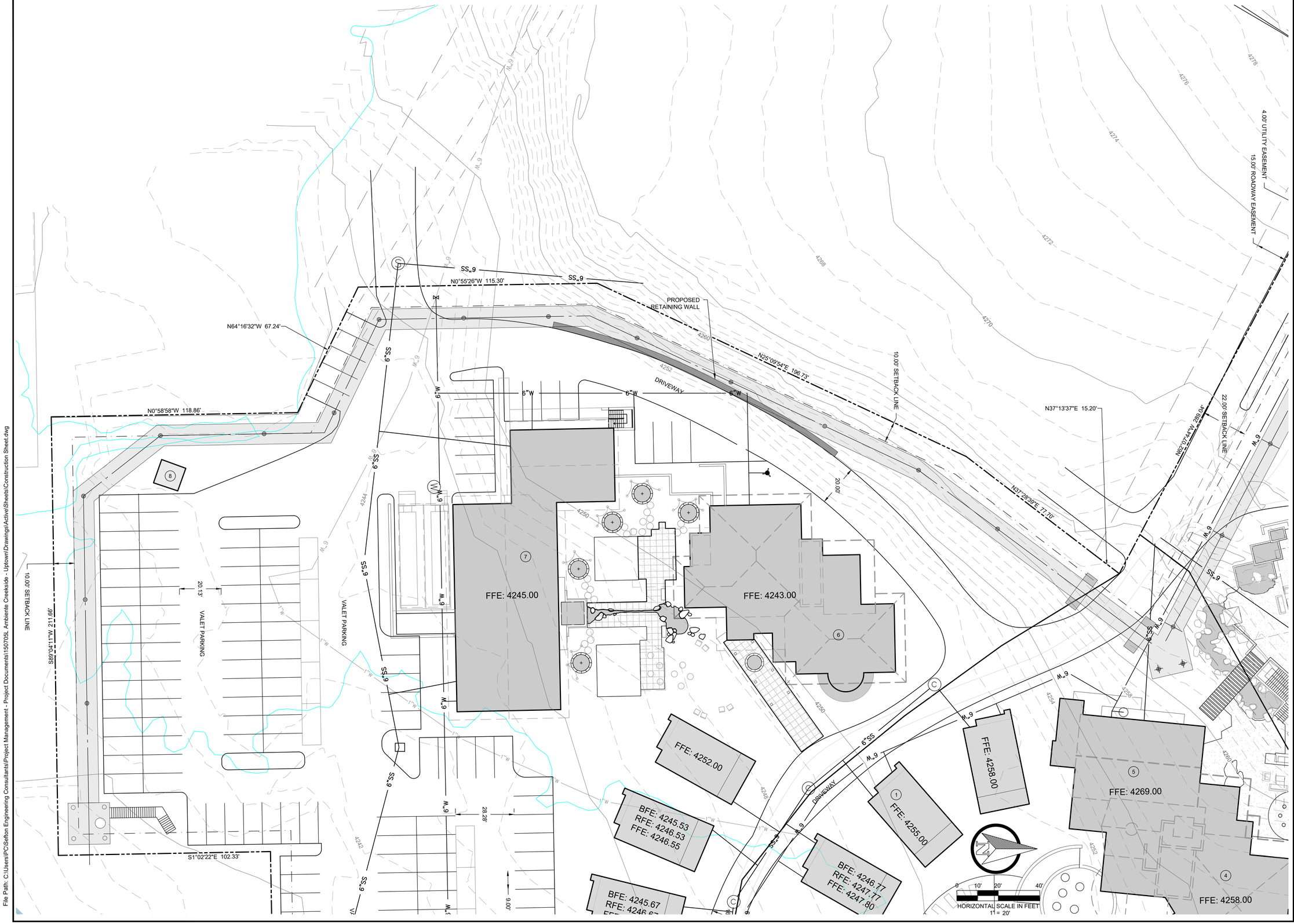
PROPOSED SITE PLAN

SHEET TITLE:

DRAWN BY:	TBJ
SCALE:	1" = 20'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-2C

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SHEET TITLE: PROPOSED SITE PLAN

PROJECT TITLE:

AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 20'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-2D

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AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

PROJECT TITLE:

SHEET TITLE: PROPOSED SITE PLAN

DRAWN BY:	TBJ
SCALE:	1" = 20'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-2E

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LINETYPE LEGEND

- EXISTING SANITARY SERVICE — SS
- EXISTING EDGE OF PAVEMENT
- EXISTING WATER LINE EASEMENT
- EXISTING ROAD EASEMENT
- EXISTING UTILITY EASEMENT
- PROPOSED BUILDING
- EXISTING FLOODWAY
- EXISTING FLOODPLAIN
- EXISTING SEWER LINE — SS
- EXISTING WATER LINE — 8"W
- PARCEL BOUNDARY & RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- BUILDING SETBACK LINE
- PROPOSED EASEMENT LINE
- EXISTING CONTOURS — 4095 — 4096

UTILITIES LEGEND (EXISTING)

- (B) BOLLARD
- (CO) SEWER CLEANOUT
- WATER METER BOX
- WATER VALVE
- (RV) RV HOOKUPS
- (M) MANHOLE
- (T) TELEPHONE PEDESTAL
- (F) FIRE DEPARTMENT CONNECTION

N

0 25' 50' 100'

HORIZONTAL SCALE IN FEET
1" = 50'

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SHEET TITLE: TREE PLAN 1 OF 2

PROJECT TITLE:

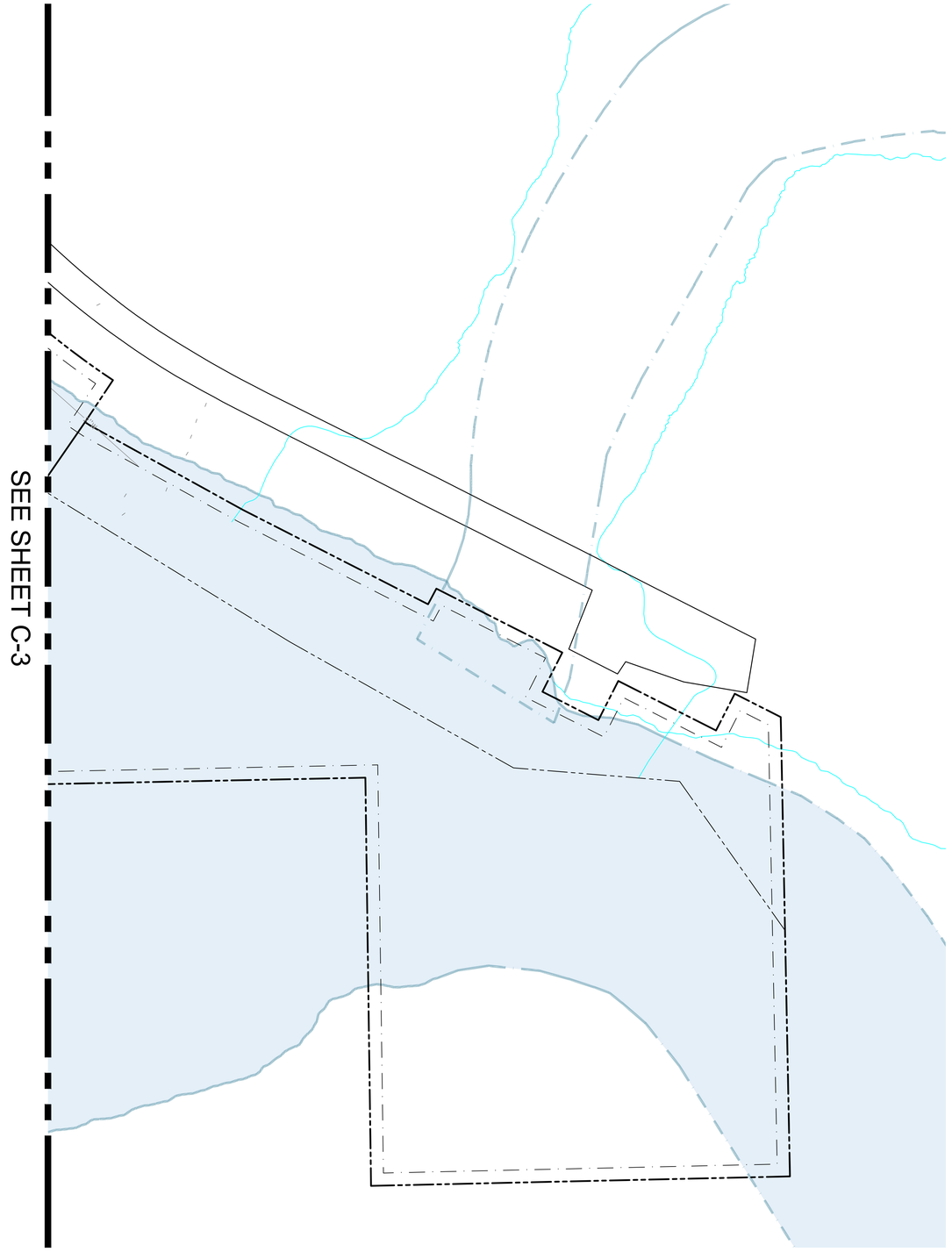
AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 50'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-3

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LINETYPE LEGEND

- EXISTING SANITARY SERVICE (SS)
- EXISTING EDGE OF PAVEMENT
- PROPOSED EASEMENT LINE
- PROPOSED BUILDING
- EXISTING FLOODWAY
- EXISTING FLOODPLAIN
- PARCEL BOUNDARY & RIGHT-OF-WAY LINE
- PROPOSED LOT LINE
- BUILDING SETBACK LINE
- EXISTING EASEMENT LINE
- EXISTING CONTOURS (4095 / 4096)

N

0 25' 50' 100'

HORIZONTAL SCALE IN FEET
1" = 50'

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SHEET TITLE: TREE PLAN 2 OF 2

PROJECT TITLE:

AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 50'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-4

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Point Table				
Point #	Elevation	Northing	Easting	Description
40000	4281.17	1409076.19	748177.21	OAK
40001	4284.05	1409113.64	748175.60	MULTI-OAK
40002	4251.07	1409143.53	748212.72	MULTI-SYC
40003	4254.08	1409233.15	748216.86	MULTI-SYC
40004	4252.74	1409255.26	748227.78	MULTI-SYC
40005	4281.02	1409297.81	748210.48	MULTI-ELM
40006	4283.87	1409284.04	748177.53	COTTONWOOD
40007	4285.57	1409281.59	748160.34	ELM
40008	4284.82	1409254.33	748153.89	JUN
40009	4284.45	1409247.56	748154.45	JUN
40010	4289.45	1409215.17	748112.28	MULTIBERRY
40011	4287.17	1409187.59	748105.88	MULTIBERRY
40012	4287.27	1409166.79	748102.67	BERRY
40013	4286.43	1409145.78	748088.20	ELM
40014	4288.03	1409142.08	748075.17	MULTIELM
40015	4284.65	1409089.37	748084.37	ELM
40016	4284.22	1409070.96	748066.79	PINE
40017	4287.03	1409063.46	748001.73	TREELINE
40018	4286.43	1409079.82	748031.82	TREELINE
40019	4286.92	1409116.54	748061.53	TREELINE

Point Table				
Point #	Elevation	Northing	Easting	Description
40020	4288.27	1409131.22	748049.42	TREELINE
40021	4290.83	1409140.54	748021.14	TREELINE
40022	4290.20	1409129.87	748025.08	TREELINE
40023	4290.62	1409100.68	748007.31	TREELINE
40024	4289.43	1409071.79	747997.28	TREELINE
40025	4210.91	1409055.32	747984.40	ELM
40026	4283.96	1408949.06	747992.02	MESQUITE
40027	4285.92	1408965.42	747969.34	ELM
40028	4285.33	1408940.08	747958.29	ELM
40029	4288.68	1408961.30	747940.18	WALNUT
40030	4286.97	1408929.00	747922.60	WALNUT
40031	4287.59	1408895.71	747904.31	WALNUT
40032	4284.64	1408865.31	747925.46	ELM
40033	4283.08	1408887.35	747948.56	MULTIELM
40034	4274.57	1408798.33	748034.68	BERRY
40035	4274.11	1408832.29	748091.34	PINE
40036	4277.89	1408864.04	748040.93	BERRY
40037	4198.48	1408892.95	748060.61	PINE
40038	4279.59	1408903.99	748032.99	BERRY
40039	4279.57	1408939.90	748056.36	PINE

Point Table				
Point #	Elevation	Northing	Easting	Description
40040	4281.93	1408988.72	748052.09	ELM
40041	4281.72	1409014.90	748068.93	WALNUT
40042	4278.48	1408990.42	748124.33	MESQUITE
40043	4276.98	1408949.63	748132.34	BERRY
40044	4272.43	1408920.39	748185.04	PINE
40045	4272.13	1408888.25	748179.28	PINE
40046	4269.23	1408855.74	748225.34	BERRY
40047	4269.35	1408814.44	748188.14	BERRY
40048	4267.62	1408773.66	748163.52	BERRY
40049	4267.53	1408765.34	748181.88	ELM
40050	4265.73	1408765.43	748195.96	PINE
40051	4265.09	1408771.00	748203.93	PINE
40052	4264.90	1408774.10	748209.92	PINE
40053	4255.55	1408692.85	748234.09	ELM
40054	4253.03	1408691.99	748258.39	MULTISYC
40055	4252.01	1408688.53	748271.87	ELM
40056	4253.85	1408744.68	748281.53	MULTISYC
40057	4251.94	1408706.69	748333.43	MULTISYC
40058	4252.95	1408758.36	748350.10	MULTIELM
40059	4255.49	1408778.67	748308.39	MULTISYC

Point Table				
Point #	Elevation	Northing	Easting	Description
40180	4242.09	1408307.86	748236.00	MULTIWILLOW
40181	4245.26	1408330.41	748209.04	MULTIELM
40182	4244.50	1408307.09	748176.76	ELM
40183	4243.59	1408290.34	748171.71	PINE
40184	4242.35	1408297.08	748162.61	MULTISYC
40185	4242.39	1408256.75	748149.71	OAK
40186	4241.18	1408236.98	748146.17	PINE
40187	4242.52	1408214.95	748138.92	MULTISYC
40188	4238.90	1408205.52	748093.98	SYC
40189	4242.08	1408195.58	748171.62	PINE
40190	4243.01	1408194.74	748216.56	MULTISYC
40191	4242.14	1408195.31	748103.03	PINE
40192	4242.68	1408193.73	748094.46	PINE
40193	4240.23	1408204.61	748090.03	PINE
40194	4239.78	1408209.70	748090.32	ELM
40195	4238.69	1408219.56	748093.24	MULTIELM
40196	4240.79	1408236.27	748094.41	MULTICOTTONWOOD
40197	4242.01	1408248.00	748094.83	MULTICOTTONWOOD
40198	4245.43	1408556.91	748295.27	OAK
40199	4245.64	1408536.43	748289.05	JUN

Point Table				
Point #	Elevation	Northing	Easting	Description
40200	4245.42	1408514.71	748275.51	MULBERRY
40201	4248.29	1408502.03	748150.50	MULTISYC
40202	4246.37	1408493.26	748146.74	MULTISYC
40203	4245.90	1408468.64	748183.32	MULTISYC
40204	4246.31	1408560.86	748124.13	ELM
40205	4246.21	1408601.91	748145.83	HACKBERRY
40206	4245.99	1408607.37	748140.79	HACKBERRY
40207	4246.57	1408549.50	748182.62	HACKBERRY
40208	4247.69	1408599.25	748190.04	HACKBERRY
40209	4247.72	1408623.08	748144.00	SOAPBERRY
40210	4247.99	1408641.46	748165.95	HACKBERRY
40211	4248.45	1408626.68	748191.94	SYC
40212	4254.49	1408680.12	748193.11	MULTISYC
40213	4250.59	1408672.03	748195.47	MULTISYC
40214	4253.56	1408675.71	748202.53	SYC
40215	4251.15	1408670.84	748201.00	SYC
40216	4248.13	1408660.67	748218.20	SYC
40217	4247.56	1408655.10	748221.40	SYC
40218	4247.84	1408648.03	748219.69	MULTISYC
40219	4249.32	1408649.19	748224.77	MULTISYC

Point Table				
Point #	Elevation	Northing	Easting	Description
40060	4254.49	1408817.16	748327.64	MULTISYC
40061	4252.72	1408796.50	748363.30	MULTISYC
40062	4251.73	1408762.59	748412.63	MULTISYC
40063	4254.74	1408727.41	748412.91	MULTICOTTONWOOD
40064	4245.56	1408748.18	748437.84	MULTISYC
40065	4247.44	1408740.80	748440.82	WALNUT
40066	4251.39	1408727.62	748440.71	MULTISYC
40067	4251.97	1408719.59	748441.12	SYC
40068	4250.33	1408698.58	748440.80	SYC
40069	4247.00	1408718.33	748460.59	MULTISYC
40070	4245.73	1408705.51	748472.14	MULTISYC
40071	4247.88	1408696.77	748466.15	SYC
40072	4248.01	1408692.97	748467.13	SYC
40073	4249.09	1408676.63	748469.55	SYC
40074	4245.12	1408673.16	748490.13	MULTISYC
40075	4248.48	1408627.88	748499.05	SYC
40076	4246.47	1408637.96	748504.94	SYC
40077	4250.96	1408647.20	748476.65	SYC
40078	4249.58	1408654.45	748478.15	SYC
40079	4250.74	1408698.98	748422.70	WALNUT

Point Table				
Point #	Elevation	Northing	Easting	Description
40080	4248.47	1408690.31	748425.22	WALNUT
40081	4249.44	1408627.10	748449.48	SYC
40082	4247.90	1408619.24	748448.17	SYC
40083	4247.86	1408611.04	748455.48	MULTISYC
40084	4246.43	1408604.81	748446.76	MULTISYC
40085	4246.26	1408586.71	748435.48	SYC
40086	4246.56	1408623.01	748516.55	SYC
40087	4246.76	1408587.49	748490.99	SYC
40088	4237.72	1408589.62	748534.62	SYC
40089	4247.70	1408559.33	748499.28	MULTISYC
40090	4245.35	1408548.62	748492.10	MULTIASH
40091	4246.40	1408536.59	748505.47	SYC
40092	4247.70	1408525.32	748525.79	SYC
40093	4242.28	1408530.69	748537.14	SYC
40094	4244.68	1408518.86	748534.34	SYC
40095	4245.41	1408503.48	748514.98	MULTISYC
40096	4243.89	1408499.91	748530.27	MULTISYC
40097	4238.24	1408483.12	748549.37	SYC
40098	4242.65	1408505.58	748479.19	MULTISYC
40099	4242.00	1408490.67	748467.25	SYC

Point Table				
Point #	Elevation	Northing	Easting	Description
40100	4241.99	1408477.99	748452.19	SYC
40101	4243.41	1408498.83	748439.70	MULTISYC
40102	4243.04	1408489.36	748419.21	MULTISYC
40103	4244.30	1408527.90	748462.83	SYC
40104	4245.23	1408542.94	748460.09	SYC
40105	4245.37	1408565.19	748435.02	SYC
40106	4245.77	1408585.38	748433.39	SYC
40107	4247.03	1408651.25	748422.36	MULTISYC
40108	4246.56	1408661.86	748409.43	SYC
40109	4247.39	1408672.41	748414.51	SYC
40110	4249.41	1408655.86	748317.64	MULTISYC
40111	4170.71	1408630.62	748383.39	MULTISYC
40112	4248.61	1408609.00	748386.39	MULTISYC
40113	4248.67	1408609.20	748394.89	MULTIWALNUT
40114	4245.71	1408591.70	748389.77	SYC
40115	4248.02	1408594.77	748356.10	SYC
40116	4248.74	1408600.82	748353.79	MULTISYC
40117	4249.24	1408609.68	748348.33	MULTISYC
40118	4247.50	1408612.28	748344.33	SYC
40119	4245.91	1408564.16	748338.15	MULTISYC

Point Table				
Point #	Elevation	Northing	Easting	Description
40220	4246.54	1408657.88	748229.03	MULTISYC
40221	4248.27	1408663.18	748224.58	MULBERRY
40222	4248.82	1408655.04	748239.03	MULBERRY
40223	4248.41	1408643.99	748237.10	MULBERRY
40224	4248.07	1408620.22	748293.92	MULTISYC
40225	4248.52	1408631.83	748294.94	ELM
40226	4248.01	1408619.25	748314.08	MULTISYC
40227	4247.19	1408611.58	748313.45	SYC
40228	4248.48	1408589.06	748246.35	OAK
40229	4245.69	1408583.26	748222.38	MULBERRY
40230	4247.51	1408498.25	748249.76	MULBERRY
40231	4248.61	1408519.96	748256.52	MULBERRY
40232	4245.83	1408483.37	748262.32	JUN
40233	4246.80	1408459.40	748269.16	MULTISYC
40234	4245.52	1408445.53	748193.95	MULTIMULBERRY
40235	4245.11	1408463.57	748302.02	ELM
40336	4287.67	1409012.56	747965.04	BERRYTREE

Point Table				
Point #	Elevation	Northing	Easting	Description
40120	4246.38	1408559.44	748336.11	MULTISYC
40121	4244.86	1408534.26	748353.21	MULTISYC
40122	4245.30	1408551.79	748398.47	MULTISYC
40123	4244.55	1408507.98	748382.43	MULTISYC
40124	4244.62	1408515.65	748412.11	MULTISYC
40125	4244.78	1408489.09	748416.93	MULTISYC
40126	4245.31	1408480.85	748380.29	SYC
40127	4244.19	1408456.40	748388.70	MULTISYC
40128	4242.77	1408441.57	748386.43	MULTISYC
40129	4243.97	1408425.63	748388.50	MULTISYC
40130	4243.94	1408419.44	748391.52	MULTISYC
40131	4241.90	1408420.01	748420.61	MULTISYC
40132	4241.97	1408456.00	748440.45	SYC
40133	4241.83	1408440.58	748421.63	SYC
40134	4242.68	1408460.54	748478.07	MULTISYC
40135	4242.25	1408449.75	748475.11	SYC
40136	4242.73	1408440.39	748481.61	MULTISYC
40137	4244.88	1408418.98	748487.99	SYC
40138	4241.79	1408411.30	748461.72	SYC
40139	4241.76	1408417.68	748465.48	MULTISYC

Point Table				
Point #	Elevation	Northing	Easting	Description
40140	4242.25	1408385.08	748458.72	MULTISYC
40141	4243.75	1408350.38	748469.64	MULTISYC
40142	4242.18	1408337.13	748471.31	MULTISYC
40143	4242.59	1408355.07	748425.44	SYC
40144	4241.00	1408384.93	748422.77	MULTISYC
40145	4241.74	1408389.01	748386.98	MULTISYC
40146	4241.26	1408371.82	748382.15	MULTISYC
40147	4240.15	1408343.16	748383.77	MULTISYC
40148	4240.65	1408345.36	748374.11	SYC
40149	4243.05	1408336.14	748423.63	SYC
40150	4245.29	1408436.89	748306.84	MULTISYC
40151	4243.13	1408373.47	748311.09	MULTISYC
40152	4242.02	1408359.59	748287.96	OAK
40153	4243.77	1408452.18	748338.32	OAK
40154	4240.08	1408307.19	748379.70	MULTISYC
40155	4240.43	1408300.97	748377.81	MULTISYC
40156	4240.77	1408300.08	748365.26	MULTISYC
40157	4239.41	1408290.76	748349.41	MULTISYC
40158	4238.95	1408283.20	748355.91	SYC
40159	4239.40	1408274.45	748348.44	MULTISYC

Point Table				
Point #	Elevation	Northing	Easting	Description
40160	4239.72	1408273.96	748415.39	MULTISYC
40161	4239.85	1408254.12	748370.29	MULTISYC
40162	4237.88	1408249.25	748360.19	SYC
40163	4237.25	1408238.07	748352.78	WALNUT
40164	4237.11	1408230.33	748343.91	MULTISYC
40165	4238.92	1408248.69	748336.93	MULTISYC
40166	4237.23	1408215.26	748357.04	SYC
40167	4236.57	1408218.71	748332.16	MULTISYC
40168	4236.52	1408198.74	748329.35	SYC
40169	4237.39	1408193.04	748311.33	SYC
40170	4240.08	1408216.73	748286.29	MULTISYC
40171	4238.81	1408220.72	748290.05	SYC
40172	4239.05	1408228.41	748286.88	SYC
40173	4241.91	1408221.56	748275.25	SYC
40174	4241.04	1408232.30	748285.30	SYC
40175	4238.84	1408248.89	748301.90	SYC
40176	4238.44	1408239.65	748290.52	WALNUT
40177	4242.37	1408309.13	748308.79	MULTISYC
40178	4242.07	1408329.39	748261.54	WALNUT
40179	4243.62	1408328.42	748228.54	MULTISYC

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TREE LEGEND

SHEET TITLE:

PROJECT TITLE:

AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY: TBJ

SCALE: NTS

DATE: 05-16-2025

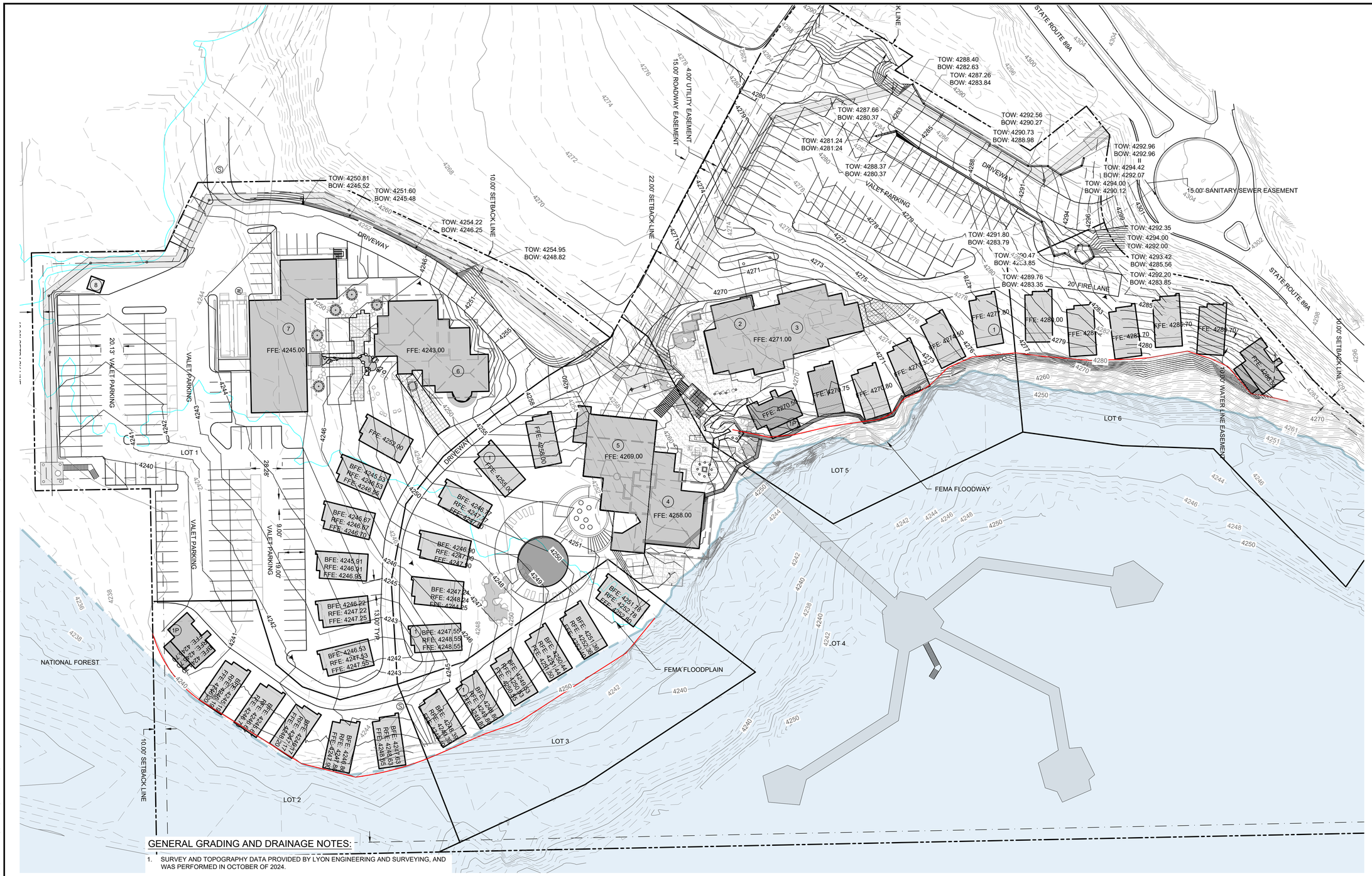
PROJECT NO: 150705L

SHEET NO.

C-5

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GENERAL GRADING AND DRAINAGE NOTES:

1. SURVEY AND TOPOGRAPHY DATA PROVIDED BY LYON ENGINEERING AND SURVEYING, AND WAS PERFORMED IN OCTOBER OF 2024.
2. TOP OF CUT SLOPES SHALL BE MADE NOT NEARER TO A SITE BOUNDARY LINE THAN 1/5 OF THE THE VERTICAL HEIGHT OF THE CUT WITH A MINIMUM OF 2 FEET. THE TOE OF FILL SLOPES SHALL BE MADE NOT NEARER TO A SITE BOUNDARY LINE THAN 1/2 OF THE VERTICAL HEIGHT OF THE FILL, WITH A MINIMUM OF 2 FEET. ALL CUT OR FILL SLOPES STEEPER THAN 2:1 SHALL BE STABILIZED WITH RIPRAP.
3. THE GROUND SURFACE SHALL BE PREPARED TO RECEIVE FILL BY REMOVING ALL VEGETATION, NON-COMPLYING FILL, AND OTHER UNSUITABLE MATERIALS.
4. NO ROCK OR SIMILAR IRREDUCIBLE MATERIAL WITH A MAXIMUM DIMENSION GREATER THAN 12" SHALL BE ALLOWED IN FILLS IN THE ABSENCE OF A SOILS REPORT AND INSPECTION BY A SOILS ENGINEER.
5. ALL FILLS SHALL BE COMPACTED TO A MINIMUM OF 95% OF MAXIMUM DENSITY AND VERIFIED BY A COMPACTION REPORT WHEN SUPPORTING A STRUCTURE.

VOLUMES

EARTHWORKS:
CUT: 11301.84 CY
FILL: 10035.69 CY
NET: 1266.1 CY (SURPLUS CUT)

NOTE: VOLUMES ARE APPROXIMATE

ABBREVATIONS

TOW: TOP OF WALL
BOW: BOTTOM OF WALL
BFE: BASE FLOOD ELEVATION
RFE: REGULATORY FLOOD ELEVATION
FFE: FINISHED FLOOR ELEVATION

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SHEET TITLE: GRADING AND DRAINAGE OVERALL

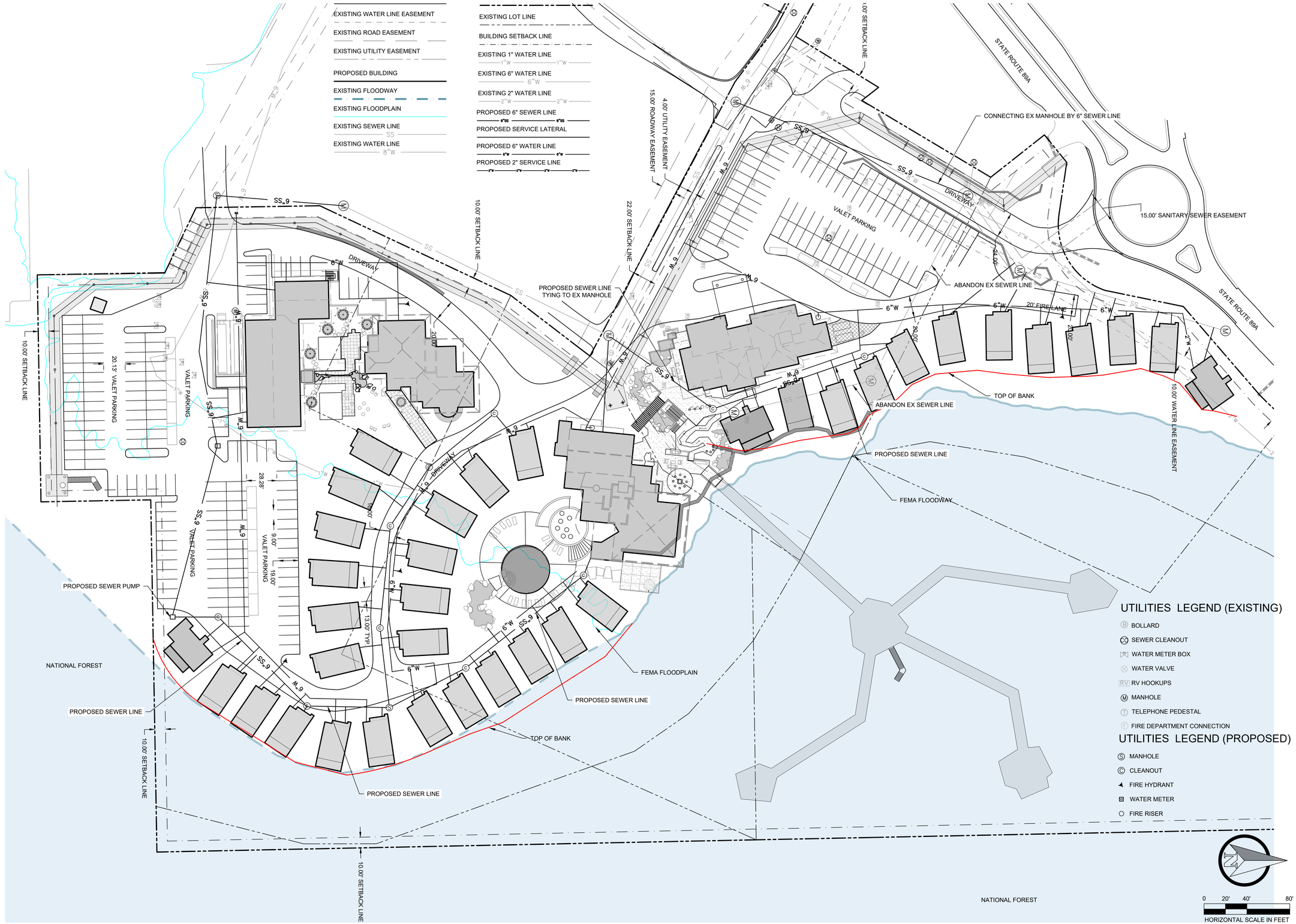
PROJECT TITLE:
AMBIENTE - A LANDSCAPE HOTEL
520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 40'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-6

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LINETYPE LEGEND

- EXISTING EDGE OF PAVEMENT
- EXISTING WATER LINE EASEMENT
- EXISTING ROAD EASEMENT
- EXISTING UTILITY EASEMENT
- PROPOSED BUILDING
- EXISTING FLOODWAY
- EXISTING FLOODPLAIN
- EXISTING SEWER LINE (SS)
- EXISTING WATER LINE (8"W)
- PARCEL BOUNDARY & RIGHT-OF-WAY LINE
- EXISTING LOT LINE
- BUILDING SETBACK LINE
- EXISTING 1" WATER LINE (1"W)
- EXISTING 6" WATER LINE (6"W)
- EXISTING 2" WATER LINE (2"W)
- PROPOSED 6" SEWER LINE
- PROPOSED SERVICE LATERAL
- PROPOSED 6" WATER LINE
- PROPOSED 2" SERVICE LINE



UTILITIES LEGEND (EXISTING)

- (B) BOLLARD
- (CO) SEWER CLEANOUT
- WATER METER BOX
- WATER VALVE
- (RV) RV HOOKUPS
- (M) MANHOLE
- (T) TELEPHONE PEDESTAL
- (F) FIRE DEPARTMENT CONNECTION

UTILITIES LEGEND (PROPOSED)

- (S) MANHOLE
- (C) CLEANOUT
- FIRE HYDRANT
- (W) WATER METER
- FIRE RISER

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SHEET TITLE: PROPOSED UTILITIES

PROJECT TITLE:

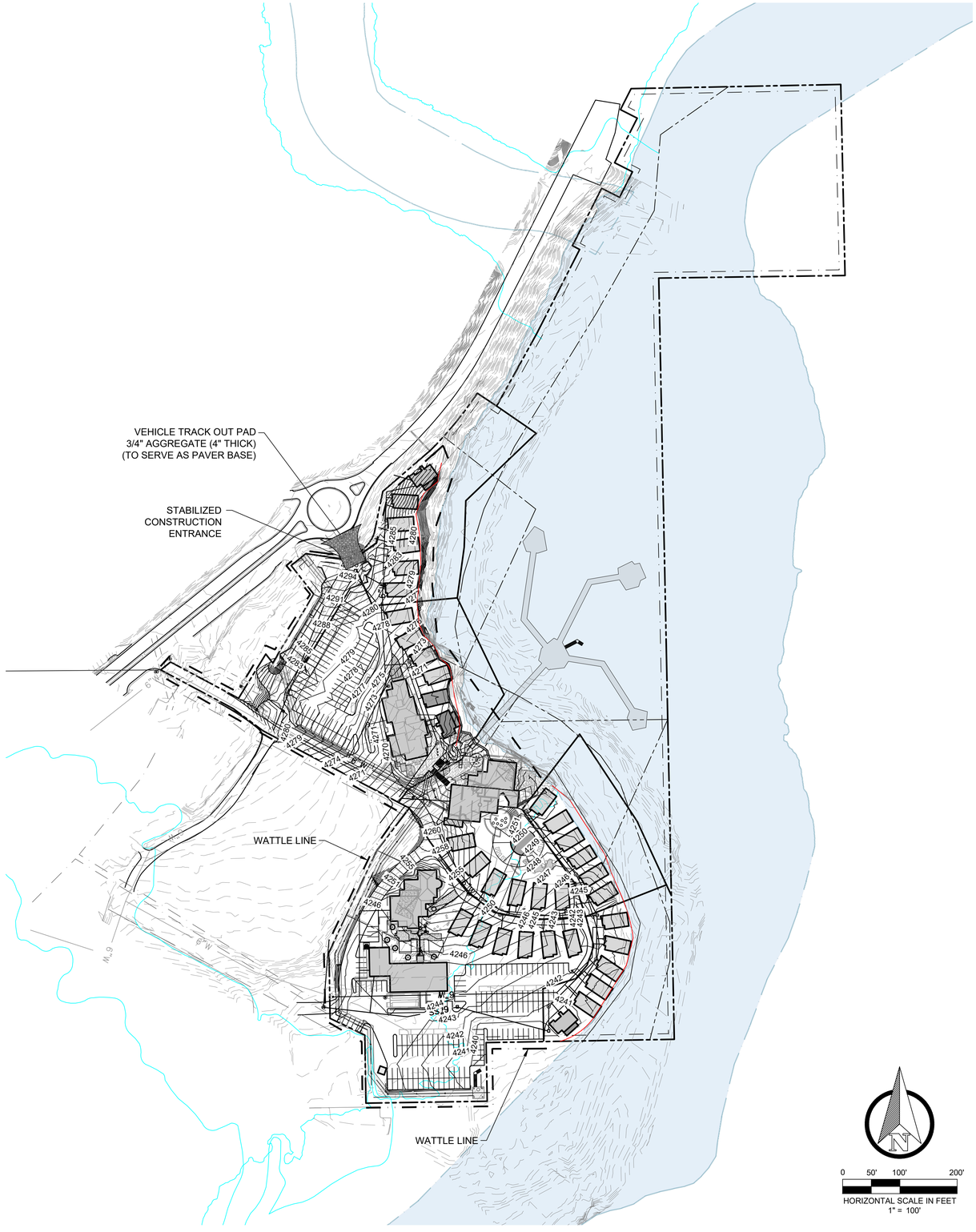
AMBIENTE - A LANDSCAPE HOTEL

520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 40'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-7

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0 50' 100' 200'

HORIZONTAL SCALE IN FEET
1" = 100'

STORM WATER MANAGEMENT POLLUTION PREVENTION PLAN (SWMPPP) NOTES

1. THE SWPPP IS INTENDED TO BE A DYNAMIC PLAN THAT CAN BE REVISED EITHER AS A RESULT OF UNANTICIPATED CONDITIONS DURING DESIGN OR AS A RESULT OF CHANGING CONDITIONS IN THE FIELD. MAKING CHANGES TO THE PLAN WHERE IT IS NOT EFFECTIVE IS A REQUIREMENT OF THE AZPDES PERMIT. ANY CHANGES TO THE PLAN SHALL BE NOTED AND DATED ON THE PLAN.

2. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT A NOTICE OF INTENT (NOI) AND A NOTICE OF TERMINATION (NOT) IS SENT AT THE BEGINNING AND END OF THE PROJECT TO THE PROPER AUTHORITIES. THE CONTRACTOR IS RESPONSIBLE FOR UNDERSTANDING THE REQUIREMENT OF THE EPA'S NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (AZPDES) PERMITTING PROGRAM, ESTABLISHED UNDER SECTION 402 OF THE CLEAN WATER ACT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SWPPP ACTIVITIES AND FOR ALL SUB CONSULTANTS ON SITE. THE CONTRACTOR SHALL OBTAIN AN NOI AT HTTP://CDX.EPA.GOV/, THE SWPPP TEMPLATE IS LOCATED AT HTTP://WATER.EPA.GOV/POLWASTE/NPDES/BASICS/UPLOAD/SW_CGP2012_SWPPPTEMPLATE.DOCX. FURTHER INFORMATION CAN BE FOUND AT HTTP://WATER.EPA.GOV/POLWASTE/NPDES/STORMWATER/STORMWATER-POLLUTION-PREVENTION-PLANS-FOR-CONSTRUCTION-ACTIVITIES.CFM. A TUTORIAL IS AVAILABLE AT HTTP://WWW.EPA.GOV/NPDES/PUBS/ENOI_2012CGP_USERMANUAL.PDF FOR REGISTRATION. IF YOU HAVE ANY QUESTION YOU MAY CALL 1-888-890-1995 OR FOR NOI INFORMATION YOU MAY CALL 1-866-352-7755.

3. LIMIT LAND DISTURBANCE AND PRESERVE EXISTING VEGETATION. SENSITIVITY TO THE ENVIRONMENT DURING CONSTRUCTION IS A DEFINING FACTOR IN PRESERVING NATURAL VEGETATION. THE EXTENT OF THE CUT AND FILL SLOPES SHOULD BE FIELD SURVEYED AND STAKED PRIOR TO CONSTRUCTION TO DEFINE ALL AREAS THAT REQUIRE GRADING. AREAS OUTSIDE THESE LIMITS SHOULD BE PROTECTED FROM ALL CONSTRUCTION ACTIVITIES. TREES THAT LIE WITHIN TRANSITION AREAS OF SIGNIFICANT CUT OR FILL AND OUTSIDE REQUIRED CLEAR-ZONE DISTANCES SHALL BE FLAGGED AND/OR FENCED FOR PROTECTION. EXISTING TREES AT OR NEAR THE TOE OF FILL SLOPES SHALL BE SAVED WITH PROTECTIVE TREE WELLS.

4. MINIMIZE SOIL EXPOSURE AND RE-VEGETATE DENUDED AREAS. TRY TO SCHEDULE CONSTRUCTION TO COINCIDE WITH THE DRY SEASON OF THE SITE'S LOCATION. LIMIT THE SIZE OF THE EXPOSED AREA AND AMOUNT OF TIME IT IS EXPOSED. UNDER THE EPA'S GENERAL PERMIT ALL BARE GROUND SHALL BE SEEDED WITHIN 14 DAYS AFTER GRADING IS FINISHED WITH SOME EXCEPTIONS.

5. PROTECT FILL SLOPES FROM ROADWAY RUNOFF. DROWN DRAINS AND RIPRAP PROTECTION HAVE BEEN CALLED OUT ON THE PLAN AS NEEDED. THE CONTRACTOR SHOULD MONITOR SLOPES TO ENSURE ADEQUATE PROTECTION IS PROVIDED THROUGH OUT THE CONSTRUCTION ACTIVITIES.

6. PREVENT EROSION IN AREAS WHERE RUNOFF CONCENTRATES. CONTRACTOR SHALL PROVIDE PROTECTION OF ALL DITCHES, OPEN CHANNELS, CULVERT AND CHANNEL OUTLETS AS SHOWN ON THE CONSTRUCTION PLAN.

7. TRAP SEDIMENT BEFORE IT LEAVES THE SITE. IT IS PREFERABLE TO PROVIDE EROSION CONTROL INSTEAD OF SEDIMENT CONTROL WHERE PRACTICABLE. IT IS IMPORTANT THAT REGULAR MAINTENANCE OF ANY SEDIMENT TRAPPING IS CONDUCTED ON A REGULAR BASIS IN ORDER FOR IT TO OPERATE EFFECTIVELY. THIS INCLUDES REMOVING ACCUMULATIONS OF SEDIMENT AND MAKING NECESSARY REPAIRS AND ADJUSTMENTS. TEMPORARY SEDIMENT BARRIERS SHOULD BE PLACED AROUND CATCH BASIN INLETS DURING CONSTRUCTION TO TRAP SEDIMENT BEFORE IT ENTERS THE INLET. SEDIMENT TRAPPING IS NECESSARY AT SOIL STOCKPILES AND THESE STOCKPILES SHOULD BE LOCATED ABOVE AND AWAY FROM STREAMS, WASHES AND SWALES TO PREVENT THEM FROM BEING WASHED DOWNSTREAM. A STABILIZED CONSTRUCTION ENTRANCE SHOULD BE PROVIDED TO REMOVE SEDIMENT FROM THE TIRES OF THE VEHICLES BEFORE THEY LEAVE THE SITE.

8. AS NEEDED A SPILL CONTAINMENT AREA SHOULD BE PROVIDED AT THE JOB SITE FOR STORING CHEMICALS, FUELS, PAINTS AND OTHER MATERIALS. THIS AREA WILL PREVENT CHEMICALS FROM MIXING WITH STORM WATER AND DISCHARGING INTO STREAMS AND WASHES, OR SEEPING INTO AND CONTAMINATING THE SURROUNDING SOIL. THE PROTECTED AREA SHOULD BE EXCAVATED OR BERMED, AND LINED WITH PLASTIC SO THAT AN ACCIDENTAL SPILL FROM A CHEMICAL DRUM WILL BE CONTAINED. IT SHOULD BE LOCATED IN AREAS WHERE ANY SPILL WILL BE PREVENTED FROM DISCHARGING OFF-SITE. PROCEDURES SHALL BE ESTABLISHED TO PREVENT CONTAMINATION OF ON-SITE SOILS FROM EQUIPMENT MAINTENANCE. CONSTRUCTION EQUIPMENT SHALL BE REGULARLY MAINTAINED TO REPAIR LEAKY HOSES AND GASKETS. USED OIL, HYDRAULIC FLUIDS, FILTERS, BATTERIES AND TIRES SHALL BE PROPERLY DISPOSED OF IN ACCORDANCE WITH STATE AND FEDERAL LAWS

9. SOLID WASTE MATERIALS SHOULD BE COLLECTED DAILY. A TRASH CONTAINER OR DUMPSTER SHOULD BE PROVIDED AT THE SITE TO CONTAIN SMALLER WASTE MATERIALS. THE TRASH CONTAINERS SHOULD BE COVERED TO PREVENT MIXING WITH RAINWATER OR LOSS OF CONTENTS BY HIGH WINDS. OTHER TYPES OF LARGER DEBRIS, SUCH AS: VEGETATION FORM CLEARING OPERATIONS SHOULD BE COLLECTED AND STOCKPILED ON A DAILY BASIS AND DISPOSED OF REGULARLY. THE STOCKPILE LOCATION SHALL BE LOCATED AWAY FROM STREAMS AND WASHES.

10. TEMPORARY PITS OR BERMED AREAS SHOULD BE PROVIDED AT THE CONSTRUCTION SITE FOR THE WASHOUT OF CONCRETE TRUCKS AND FOR WASHING AGGREGATE MATERIALS AND TOOLS. THE WASH WATER SHOULD BE KEPT OUT OF STREAMS AND WASHES. WASHOUT AREAS SHOULD BE LARGE ENOUGH TO RETAIN ALL WASH WATER. HARDENED CONCRETE SHOULD BE ROUTINELY REMOVED AND DISPOSED OF IN ORDER TO MAINTAIN ADEQUATE WATER PERCOLATION.

11. PROPER IMPLEMENTATION, INSPECTION AND MAINTENANCE OF POLLUTION CONTROL MEASURES IS ESSENTIAL TO ACHIEVE THE GOALS OF EROSION AND SEDIMENT CONTROL AND TO IDENTIFY POTENTIAL PROBLEMS. A RAIN GAGE SHOULD BE KEPT AT THE SITE TO RECORD THE DEPTH OF RAINFALL. THE CONTRACTOR SHOULD COORDINATE THE IMPLEMENTATION, INSPECTION AND MAINTENANCE OF THE POLLUTION CONTROLS WITH THE PROJECT INSPECTOR. THE CONTRACTOR SHOULD ALSO MONITOR WEATHER FORECASTS AND MAKE ALL SITE INSPECTIONS AND NECESSARY REPAIRS BEFORE STORMS ARE EXPECTED. THE CONTRACTOR SHALL MONITOR AND RECORD WEEKLY EXTENDED WEATHER FORECASTS. THESE FORECASTS SHALL BE DISCUSSED BY THE CONTRACTOR AT REGULARLY SCHEDULED WEEKLY PROGRESS MEETINGS. IN THE EVENT THAT EXTENDED FORECASTS REPORT A HIGH PROBABILITY FOR PRECIPITATION IN THE GIVEN PROJECT AREA, THE CONTRACTOR SHALL REVIEW AND SUPPLEMENT EXISTING EROSION CONTROL MEASURES. HE SHALL ALSO INSTALL ADDITIONAL MEASURES IN AREAS DETERMINED TO BE SUSCEPTIBLE TO EROSION AND/OR SEDIMENTATION, AS DIRECTED BY THE PROJECT ENGINEER. THE EPA GENERAL PERMIT REQUIRES REGULAR INSPECTIONS EVERY 7 DAYS OR WITHIN 24 HOURS AFTER A RAINFALL OF ¼ INCH OR GREATER.

12. THE CONTRACTOR MUST RECORD ANY DAMAGES OR DEFICIENCIES IN THE CONTROL MEASURES ON A INSPECTION REPORT FORM. THIS REPORT DOCUMENTS THE INSPECTION OF THE POLLUTION PREVENTION MEASURES. THE SAME FORM CAN BE USED TO REQUEST REPAIRS AND TO PROVE THAT REQUIRED INSPECTIONS AND MAINTENANCE WERE PERFORMED. AS A CONDITION OF THE GENERAL PERMIT, THE CONTRACTOR SHALL CORRECT DAMAGE OR DEFICIENCIES AS SOON AS PRACTICABLE AFTER THE INSPECTION; BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION. ANY CHANGES THAT MAY BE REQUIRED TO CORRECT DEFICIENCIES IN THE SWPPP SHOULD ALSO BE MADE AS SOON AS PRACTICABLE AFTER THE INSPECTION; BUT IN NO CASE LATER THAN 7 DAYS AFTER THE INSPECTION

13. OVERVIEW OF INSPECTION REQUIREMENTS, CONSTRUCTION OPERATORS COVERED UNDER THE 2012 CGP ARE SUBJECT TO THE FOLLOWING REQUIREMENTS IN PART 4:

INSPECTION FREQUENCY (SEE PART 4.1.4)

YOU ARE REQUIRED TO CONDUCT INSPECTIONS EITHER:

- ONCE EVERY 7 CALENDAR DAYS; OR
- ONCE EVERY 14 CALENDAR DAYS AND WITHIN 24 HOURS OF A STORM EVENT OF 0.25 INCHES OR GREATER.

YOUR INSPECTION FREQUENCY IS INCREASED IF THE SITE DISCHARGES TO A SENSITIVE WATER. SEE PART 4.1.3. YOUR INSPECTION FREQUENCY MAY BE DECREASED TO ACCOUNT FOR STABILIZED AREAS, OR FOR ARID, SEMI-ARID, OR DROUGHT-STRICKEN CONDITIONS, OR FOR FROZEN CONDITIONS. SEE PART 4.1.4.

AREAS THAT NEED TO BE INSPECTED (SEE PART 4.1.5)

DURING EACH INSPECTION, YOU MUST INSPECT THE FOLLOWING AREAS OF YOUR SITE:

- CLEARED, GRADED, OR EXCAVATED AREAS OF THE SITE;
- STORMWATER CONTROLS (E.G., PERIMETER CONTROLS, SEDIMENT BASINS, INLETS, EXIT POINTS ETC.) AND POLLUTION PREVENTION PRACTICES (E.G., POLLUTION PREVENTION PRACTICES FOR VEHICLE FUELING/MAINTENANCE AND WASHING, CONSTRUCTION PRODUCT STORAGE, HANDLING, AND DISPOSAL, ETC.) AT THE SITE;
- MATERIAL, WASTE, OR BORROW AREAS COVERED BY THE PERMIT, AND EQUIPMENT STORAGE AND MAINTENANCE AREAS;
- AREAS WHERE STORMWATER FLOWS WITHIN THE SITE;
- STORMWATER DISCHARGE POINTS; AND
- AREAS WHERE STABILIZATION HAS BEEN IMPLEMENTED.

WHAT TO CHECK FOR DURING YOUR INSPECTION (SEE PART 4.1.6)

DURING YOUR SITE INSPECTION, YOU ARE REQUIRED TO CHECK:

- WHETHER STORMWATER CONTROLS OR POLLUTION PREVENTION PRACTICES REQUIRE MAINTENANCE OR CORRECTIVE ACTION, OR WHETHER NEW OR MODIFIED CONTROLS ARE REQUIRED;
- FOR THE PRESENCE OF CONDITIONS THAT COULD LEAD TO SPILLS, LEAKS, OR OTHER POLLUTANT ACCUMULATIONS AND DISCHARGES;
- WHETHER THERE ARE VISIBLE SIGNS OF EROSION AND SEDIMENT ACCUMULATION AT POINTS OF DISCHARGE AND TO THE CHANNELS AND STREAMBANKS THAT ARE IN THE IMMEDIATE VICINITY OF THE DISCHARGE;
- IF A STORMWATER DISCHARGE IS OCCURRING AT THE TIME OF THE INSPECTION, WHETHER THERE ARE OBVIOUS, VISUAL SIGNS OF POLLUTANT DISCHARGES; AND
- IF ANY PERMIT VIOLATIONS HAVE OCCURRED ON THE SITE.

INSPECTION REPORTS (SEE PART 4.1.7)

WITHIN 24 HOURS OF COMPLETING EACH INSPECTION, YOU ARE REQUIRED TO COMPLETE AN INSPECTION REPORT THAT INCLUDES:

- DATE OF INSPECTION;
- NAMES AND TITLES OF PERSONS CONDUCTING THE INSPECTION;
- SUMMARY OF INSPECTION FINDINGS;
- RAIN GAUGE OR WEATHER STATION READINGS IF YOUR INSPECTION IS TRIGGERED BY THE 0.25 INCH STORM THRESHOLD; AND
- IF YOU DETERMINE THAT A PORTION OF YOUR SITE IS UNSAFE TO ACCESS FOR THE INSPECTION, DOCUMENTATION OF WHAT CONDITIONS PREVENTED THE INSPECTION AND WHERE THESE CONDITIONS OCCURRED ON THE SITE

14. REMOVAL OF TEMPORARY CONTROLS WHEN THE PROJECT IS COMPLETE IS THE RESPONSIBILITY OF THE CONTRACTOR. AFTER ALL CONSTRUCTION ACTIVITIES HAVE STOPPED, THE CONTRACTOR MUST KEEP A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN. RECORDS OF ALL THE DATA USED TO COMPLETE THE NOTICE OF INTENT MUST ALSO BE KEPT FOR A PERIOD OF THREE YEARS FOLLOWING FINAL STABILIZATION. THE RETENTION PERIOD MAY BE EXTENDED BY THE EPA'S REQUEST.

15. AS A CONDITION OF THE GENERAL PERMIT, A COPY OF THE CONTRACTOR'S NOI AND A COPY OF THE SWPPP ARE TO REMAIN AT THE JOB SITE THROUGHOUT THE CONSTRUCTION PROCESS AND AVAILABLE DAILY TO THE PROJECT MANAGER.

16. DUST CONTROL IN ACCORDANCE WITH THE COUNTY REQUIREMENTS SHALL BE PROVIDED AT ALL TIMES WHILE UNDER CONSTRUCTION.

17. THE CONTRACTOR SHALL KEEP THE SITE WATERED DOWN (OR OTHER APPROVED METHODS) TO PREVENT DUST MIGRATING OFFSITE.

18. THE CONTRACTOR SHALL ON A DAILY OR AS NEEDED BASIS CLEAN ALL ROADS LEADING OUT OF THE SITE AND SHALL PLACE SAND BAGS (OR OTHER APPROVED METHODS) TO TRAP SEDIMENT BEFORE IT ENTERS INTO THE STORM DRAIN SYSTEM.

19. ALL DUMP TRUCKS ENTERING AND EXITING THE SITE SHALL BE COVERED WITH AN APPROVED COVER TO PREVENT DUST AND FLYING DEBRIS.

20. THE CONTRACTOR WILL PROVIDE THE COUNTY A SIGNED COPY OF THE SWPPP BEFORE BEGINNING CONSTRUCTION.

I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND THE TERMS AND CONDITIONS OF THE GENERAL ARIZONA POLLUTANT DISCHARGE ELIMINATION SYSTEM (AZPDES) PERMIT THAT AUTHORIZES THE STORM WATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY FROM THE CONSTRUCTION SITE IDENTIFIED AS PART OF THIS CERTIFICATION.

CONTRACTOR SIGNATURE PRINT NAME OF CONTRACTOR AND COMPANY

PRELIMINARY

Sefton Engineering Consultants
Your Ideas to Completion
Surveying • Engineering • Land Planning
40 STUTZ BEARCAT DR. #8
SEDONA, ARIZONA 86336
PH: (928) 202-3999 LS@SEFENGCO.COM

SHEET TITLE: SWMPPP

PROJECT TITLE:
AMBIENTE - A LANDSCAPE HOTEL
520 N STATE ROUTE 89A, SEDONA, AZ

DRAWN BY:	TBJ
SCALE:	1" = 100'
DATE:	05-16-2025
PROJECT NO:	150705L
SHEET NO.	C-8

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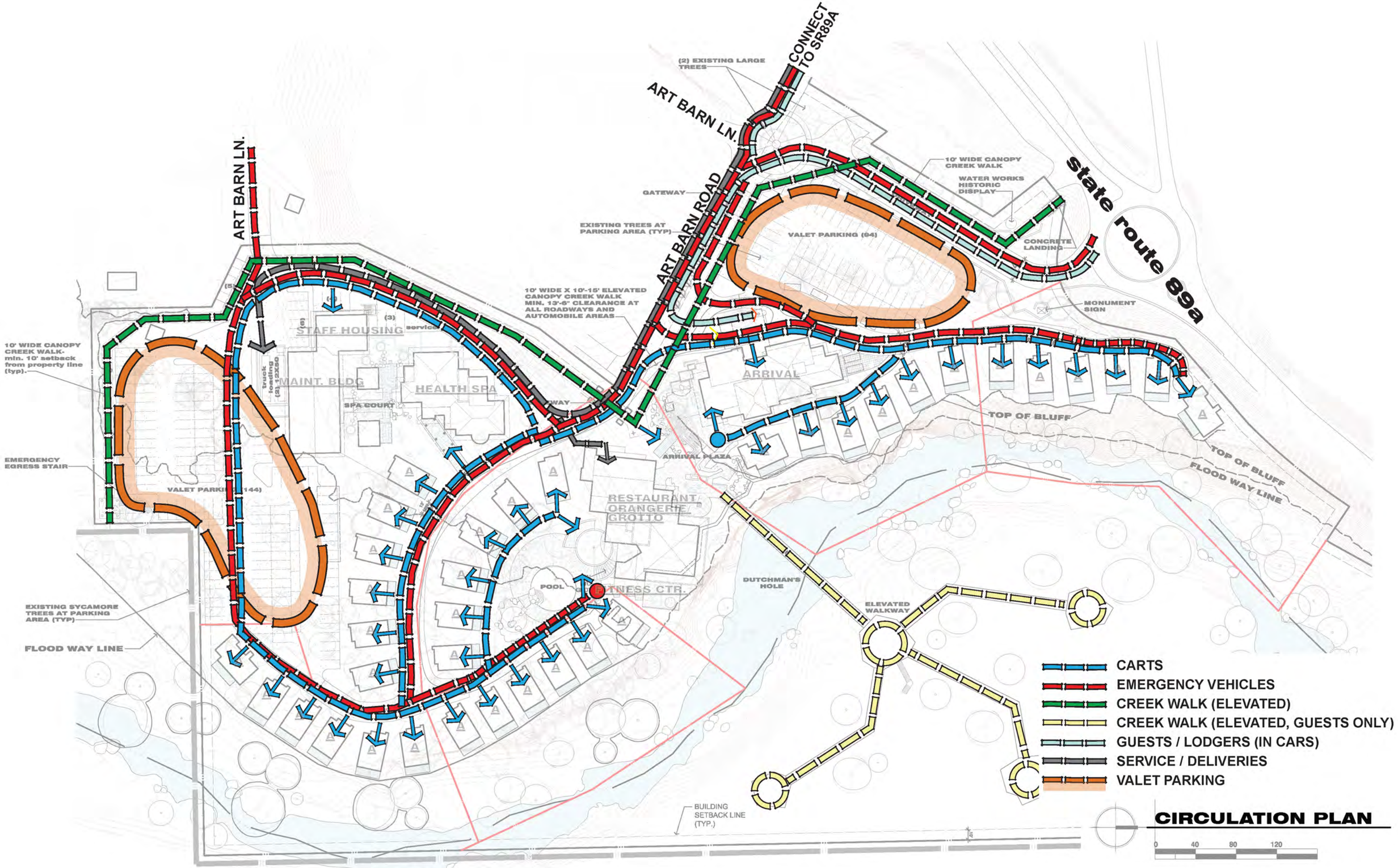
C:\Users\PC\Sefton Engineering Consultants\Project Management - Project Documents\150705L Ambiente Creekside - Uptown\Drawings\Active\Sheets\Construction Sheet.dwg

Attachment 2d

Circulation Plan

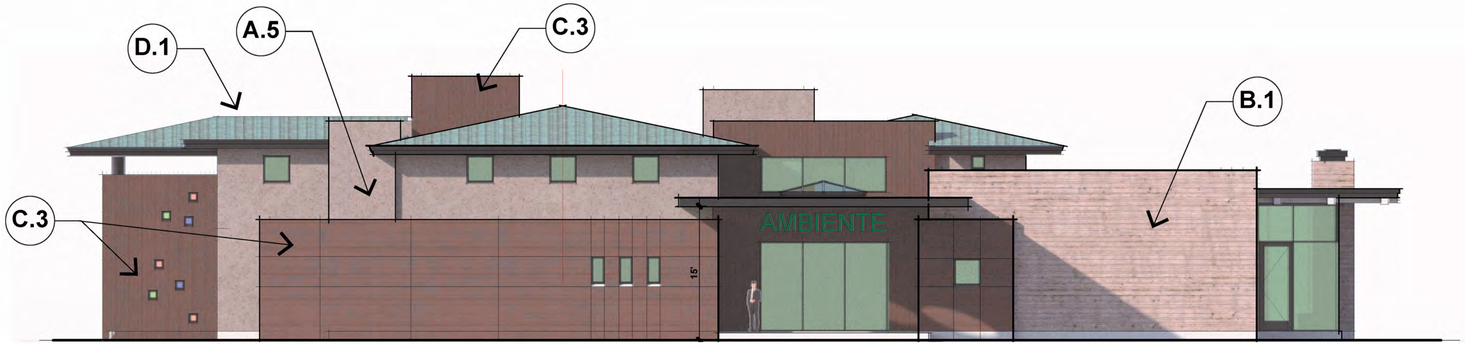
Colors & Materials

Architectural Details



CIRCULATION PLAN

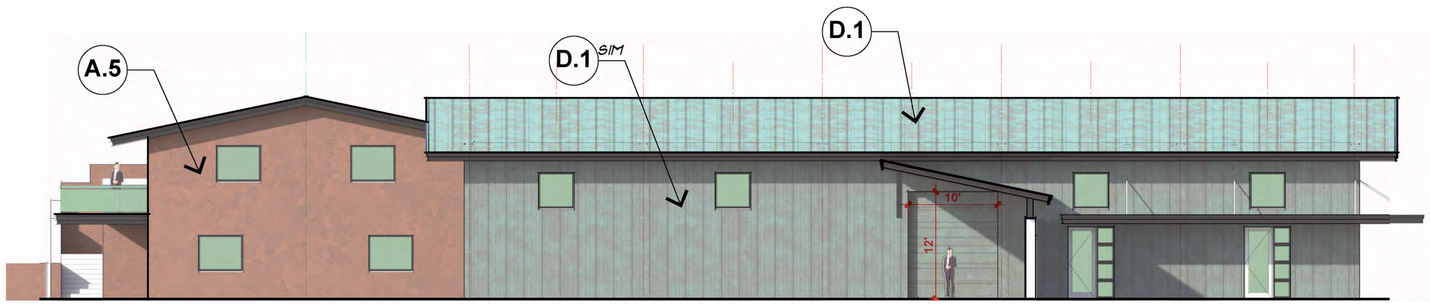
AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona
Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 5/15/2025



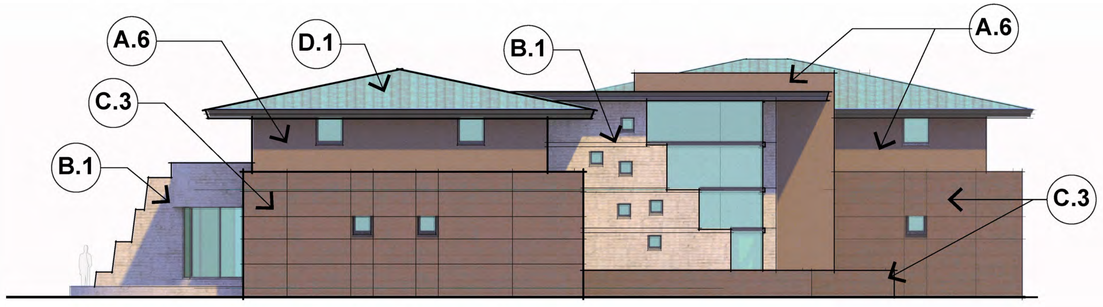
Arrival Building - Elevation at Entry



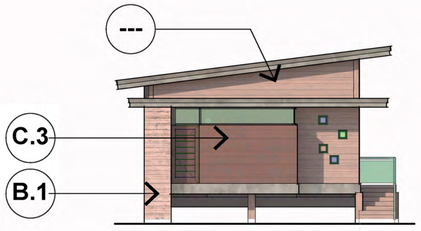
Orangerie / Restaurant / Bar - North Elevation



Maintenance Building- South Elevation



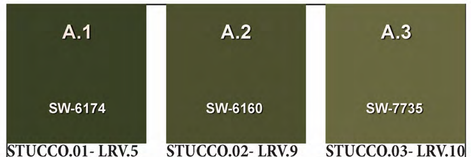
Health Spa- North Elevation



Entry Elevation



Atrium Guest Rooms



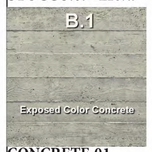
STUCCO.01- LRV.5 | STUCCO.02- LRV.9 | STUCCO.03- LRV.10



STUCCO.04- LRV.5 | STUCCO.05- LRV.7 | STUCCO.06- LRV.10



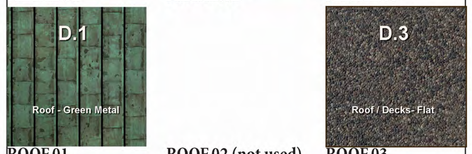
STUCCO.07- LRV.7 | STUCCO.08- LRV.13 | STUCCO.09- LRV.17



CONCRETE.01



METAL.01 | METAL.02 | METAL.03



ROOF.01 | ROOF.02 (not used) | ROOF.03



CONCRETE.01

Exterior Finish Notes:

Paint: Sherwin Williams Paint

Stucco: Synthetic Integral Color, Sand Float Finish

Concrete Walls: Cast-in-Place with Integral Color and Exposed Sand Finish.

Fascia: Bronze Aluminum

Overhang & Canopy: Metal Soffit w/ Steel Tube beams & columns.

Window / Door Frame: Bronze Aluminum

Low Slope Roof: Seamless w/ Acrylic Finish SW7047 - LRV-13

Pitch Roof: Raised Seamed Metal w/ Matching Fascia Trim

Handrails / Guardrails: Painted metal railings (steel pipe frame w/ perforated metal panel)

Concrete Paving: Integral Color Exposed Sand Finish w/ Scoring

COLOR ELEVATIONS / MATERIALS

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

ELEVATED WALKWAY

SVC.

GREEN HOUSE
69'

BRIDGE

EXIST. LG. TREES

PUMPED SD WATERFALL

U.G. H2O FEED FROM DITCH

PORT COCHERE
70'

ARRIVAL BLDG.
71'

E.

04 APRIL 2025 / 14 APR. '25

ARRIVAL PLAZA CONCEPT

0 5 10 20 40'

Stephen Thompson ARCHITECT
CAMP VERDE AZ.

BAR.

RESTAURANT
58'

CLIFF TOP ATRIUMS

CART PATH

WATERFALL

CROSS CREEK PED. BRIDGE

OAK CREEK

PLAN KEY

ARCHITECTURAL DETAILS

ARRIVAL PLAZA COURTYARD PLAN

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

VALET / SERVICE ROAD

16'

SERVICE

PRIVACY SHADE SAILS AT SPA.

STAFF HOUSING

SPA

THERAPY

MAINTENANCE

LAWN

GARDEN BAR

08 APRIL 2025 / 14 APR 25

SPA GARDEN

0 5 10 20 40'

Stephen Thompson ARCHITECT

PLAN KEY

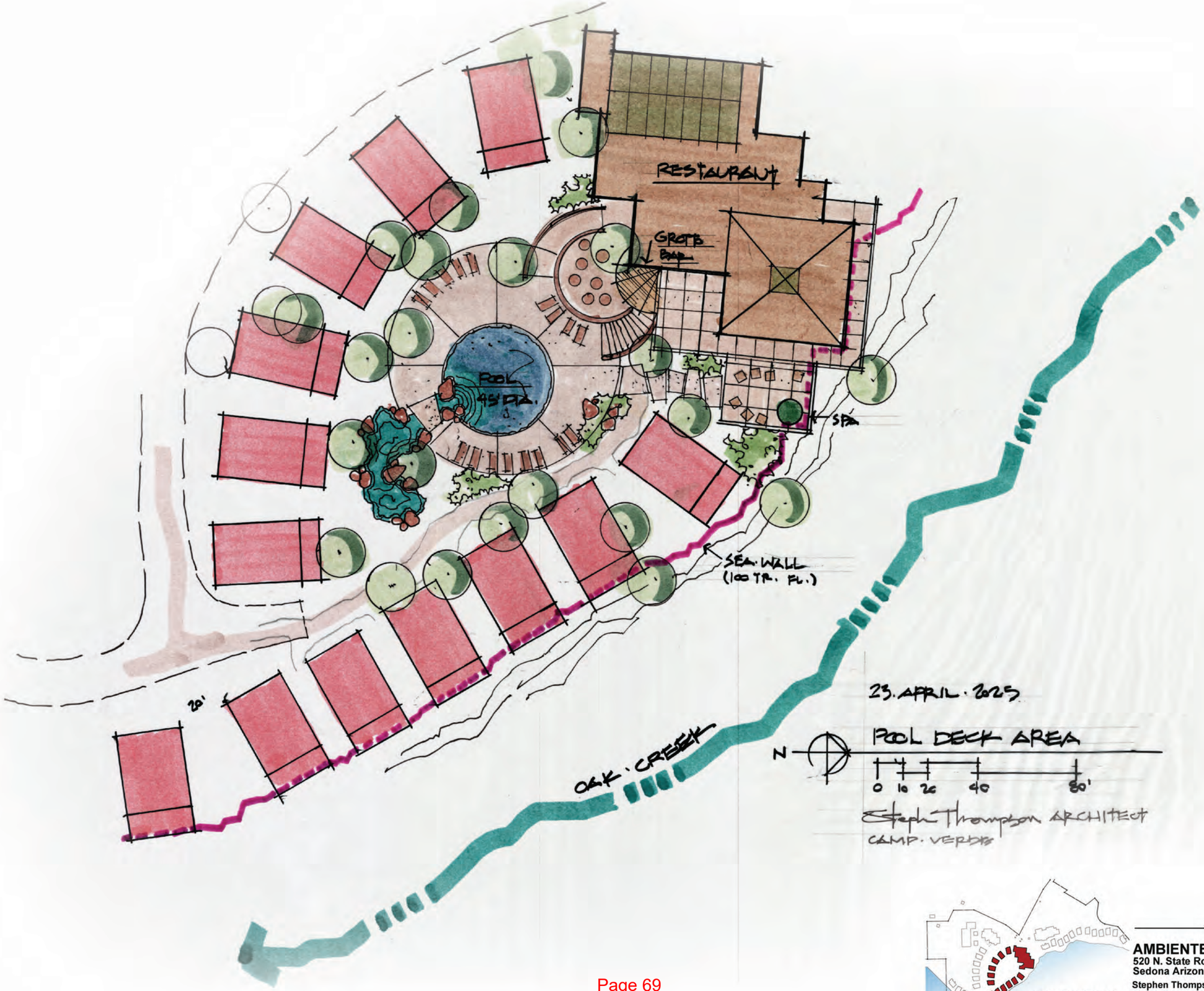
ARCHITECTURAL DETAILS

SPA COURTYARD PLAN

AMBIENTE CREEKSIDE

520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

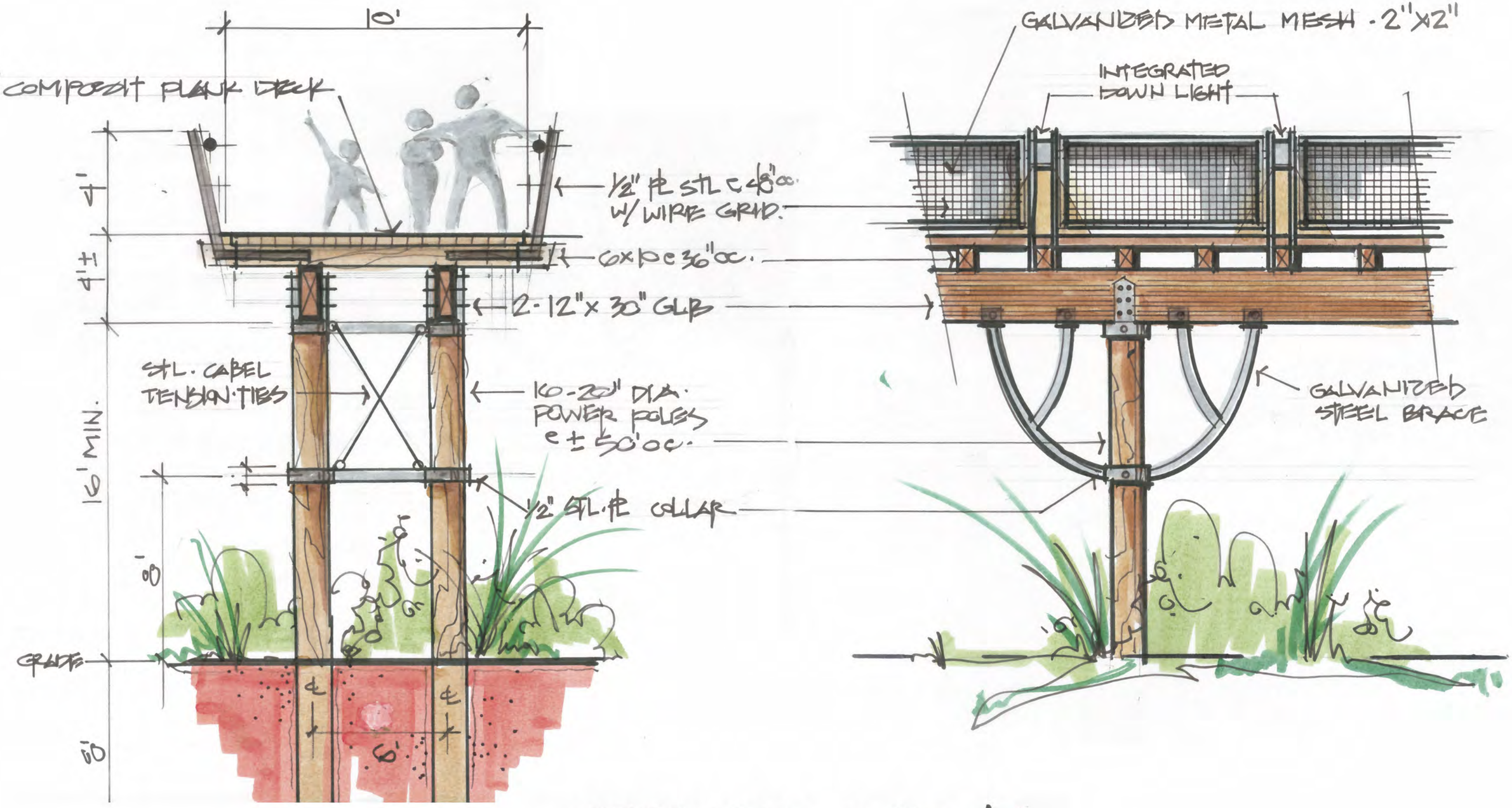


PLAN KEY

ARCHITECTURAL DETAILS
POOL DECK AREA

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**



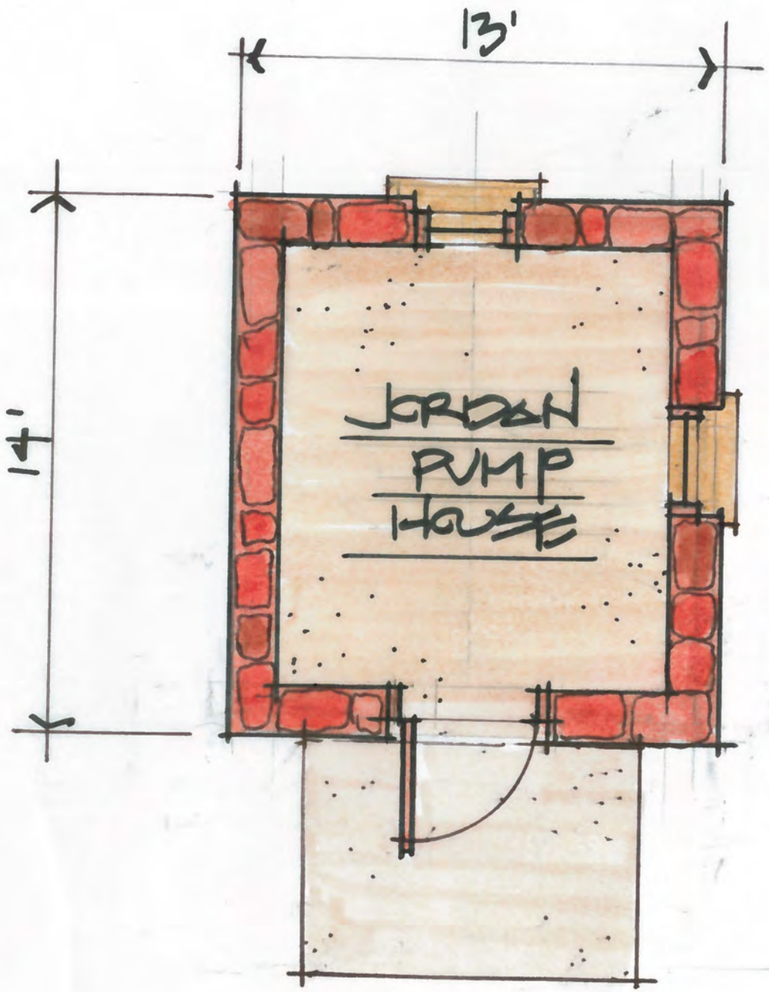
CREEKWALK · SUPPORT

NTS. Stephen Thompson '25

ARCHITECTURAL DETAILS

ELEVATED CREEK WALK

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona
Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922



FLOOR PLAN

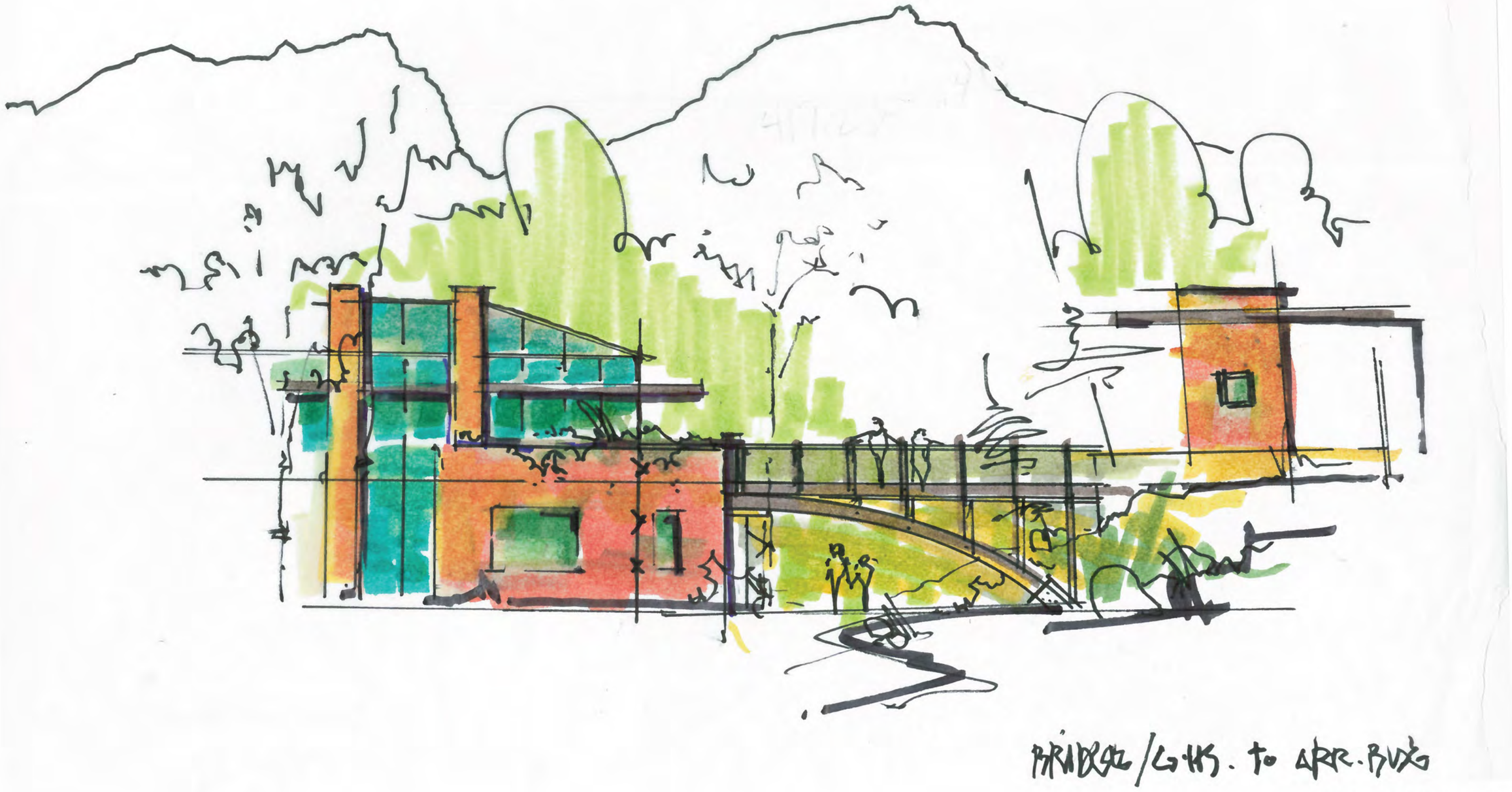


FRONT

ARCHITECTURAL DETAILS
HISTORIC PUMP HOUSE

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922



ARCHITECTURAL DETAILS

BRIDGE AT ARRIVAL PLAZA

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922



SPA · GARDEN · GATEWAY

ARCHITECTURAL DETAILS

GATEWAY AT SPA GARDEN

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922



ARCHITECTURAL DETAILS

RENDERING OF ATRIUM UNIT

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922

TREE LEGEND:

- SYCAMORE
- JUNIPER
- ELM
- WALNUT
- MISCELLANEOUS

(2) EXISTING LARGE TREES

ART BARN LANE

10' WIDE CANOPY CREEK WALK

GATEWAY

DRIVEWAY

EXISTING TREES AT PARKING AREA (TYP)

VALET PARKING (94)

ART BARN RD

MONUMENT SIGN

SPA COURT

GATEWAY

TOP OF BLUFF

ARRIVAL PLAZA

TOP OF BLUFF

FLOOD WAY LINE

VALET PARKING (144)

DUTCHMAN'S HOLE

POOL

EXISTING SYCAMORE TREES AT PARKING AREA (TYP)

ELEVATED WALKWAY

FLOOD WAY LINE

NOTE: TREE LOCATIONS AT CREEK ARE FOR GENERAL RENDERING PURPOSES ONLY

TREE PLAN

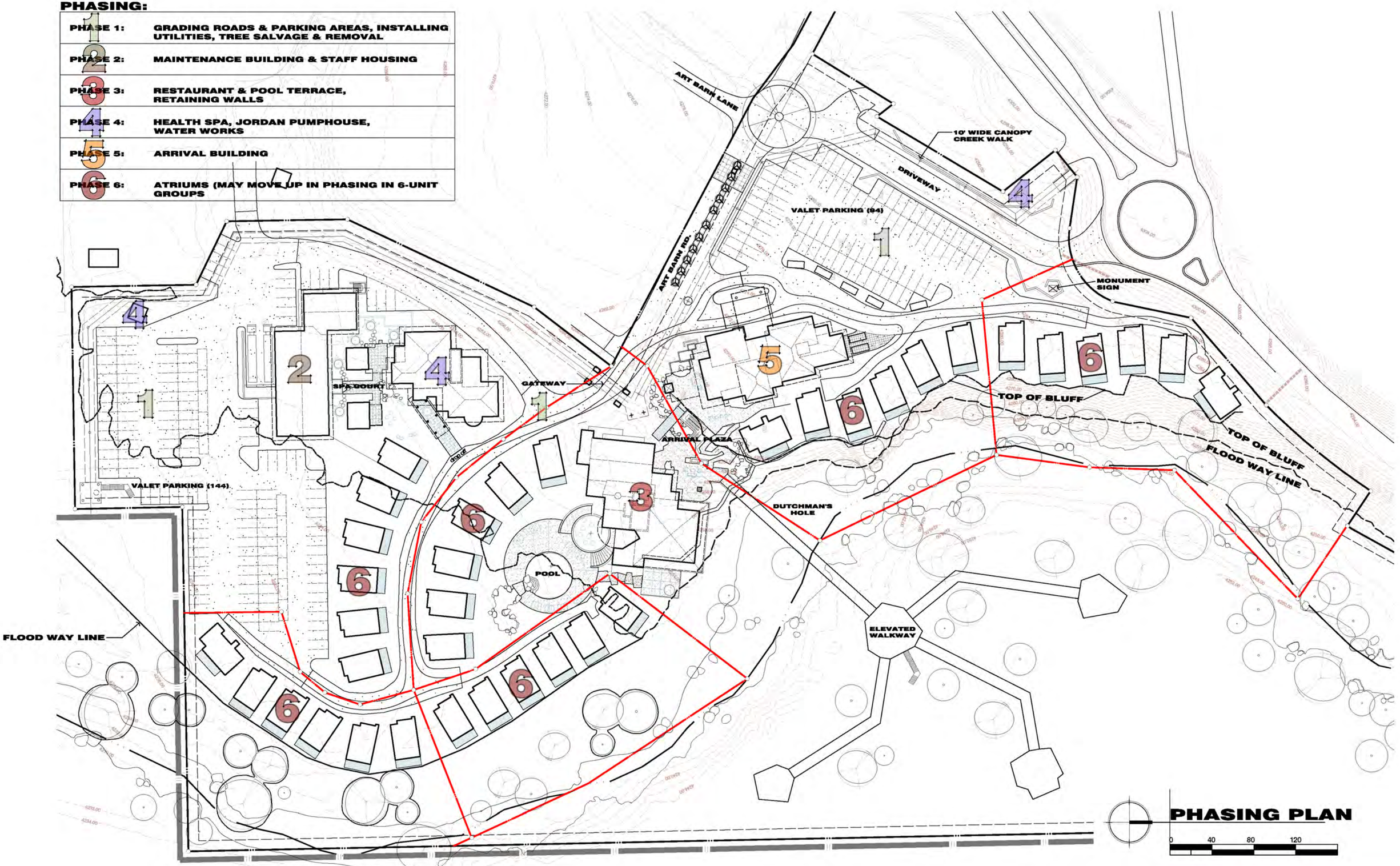
0 40 80 120

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 5/15/2025

PHASING:

PHASE 1:	GRADING ROADS & PARKING AREAS, INSTALLING UTILITIES, TREE SALVAGE & REMOVAL
PHASE 2:	MAINTENANCE BUILDING & STAFF HOUSING
PHASE 3:	RESTAURANT & POOL TERRACE, RETAINING WALLS
PHASE 4:	HEALTH SPA, JORDAN PUMPHOUSE, WATER WORKS
PHASE 5:	ARRIVAL BUILDING
PHASE 6:	ATRIUMS (MAY MOVE UP IN PHASING IN 6-UNIT GROUPS



PHASING PLAN

0 40 80 120

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 5/15/2025

Attachment 2e

Engineering Reports

Due to file size constraints, Engineering Reports are not included in this packet but can be reviewed at the following link:

https://www.sedonaaz.gov/i-want-to/find/documents/-folder-5937#docfold_14_0_1680_5937

Attachment 3

Review Agency Comments

City of Sedona Community Development Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 282-1154 · www.sedonaaz.gov/cd

PZ24-00015 (DEV) Ambiente Creekside, Conceptual Review
Planning Comments, 2nd Review, June 19, 2025
Cari Meyer, Planning Manager
(928) 203-5049; cmeyer@sedonaaz.gov

LDC Section 8.3.C(7): If an application has not been resubmitted to address staff-noted deficiencies within three months, such application shall be deemed abandoned and all fees forfeited. The applicant may request three additional months to address staff-noted deficiencies. Abandoned applications shall require a new pre-application meeting and may be subject to additional fees.

It is the applicant's responsibility to be aware of submittal deadlines. Staff may not alert an applicant that a deadline is approaching and may not accept submittals after the deadlines.

1. Conceptual Review

a) The application has been submitted for conceptual review. The following comments contain items that are deficient for a conceptual submittal and must be addressed prior to scheduling a conceptual public hearing and comments that are intended to serve as a guide as you assemble the submittal packet for the Comprehensive Review and do not need to be addressed prior to your conceptual hearing. Please contact staff if you have questions regarding what will be required to continue with the conceptual review.

b) While Staff has tried to bring up items that stand out as impacting the overall project, the following comments are not a comprehensive and detailed evaluation of the proposal. The applicant and their representatives should review all applicable code sections and ensure the plans submitted clearly show compliance. Additional comments may be generated once the plans are resubmitted.

c) The comments reference sections of the Land Development Code (LDC) and Design Review, Engineering, and Administrative Manual (Manual). These documents are available for review at the following links:

i) LDC: https://sedona.municipal.codes/SLDC

ii) Manual: https://www.sedonaaz.gov/home/showdocument?id=38278

2. Sedona Fire District Review

a) Contact Kirk Riddell, Fire Marshal, (kriddell@sedonafire.org or 928-204-8926) to discuss Sedona Fire District requirements for this development. Fire District concerns include, but are not limited to, the following:

i) Verify turning radii for all turns (minimum 53' radius)

ii) Verify turning radius at gate

iii) Coordinate fire alarm notification

iv) Ensure access easements include sufficient width for fire access and hydrants, where applicable

v) Provide additional information regarding the heights of the canopy walk where they cross the roads. Provide information regarding the slope of the road on either side of where the canopy walk crosses the road, as this slope may require the canopy walk to be built at a greater height.

vi) Clarify how emergency access will be provided off the canopy walk(s). Ensure the Fire District has approved emergency access plans.

3. Letter of Intent (LOI)

a) The LOI must discuss how the project addresses the requirements of the Land Development Code and any additional guidelines in the Administrative Manual. All applicable sections must be addressed; refer to specific sections of these documents in the LOI.

b) The LOI must discuss how the project meets the required findings for a Development Review – See LDC Article 8.

c) LOI Page 1 (Introduction) and Page 5 (Sustainable Tourism and Development):

i) A 50 unit project was never approved. The LOI should not refer to this as an approved project.

d) LOI Page 3: Parking and Traffic Management

i) The LOI states that use of the courtesy shuttle at Ambiente has "significantly reduced the number of vehicles in heavily congested areas." Clarify this statement. While the use of a shuttle reduces parking demand in congested areas, it can increase the number of vehicles if each shuttle trip is used for a single party (2 trips to drop off/pick up vs. a single trip if a guest drives themselves).

ii) The statement that the hotel will generate minimal additional traffic does not correspond with the development providing 44.5% more parking than required by code. Clarify.

iii) The project will need to address the size/capacity of the restaurant and spa and how much of their use can be reasonably expected to come from the 36-unit hotel.

iv) Other hotels within walking distance have their own spas and restaurants; clarify whether it is reasonable to expect a high number of walk-in guests or if there are plans to ensure the development meets this expectation, particularly in regards to the traffic and parking analyses.

v) See additional comments under parking section.

e) Page 4: Sedona's Elevated Creek Walk Entrance and Page 6: Building Consolidations and Square Footages

i) The LOI references LDC Section 2.18.A, which is the Open Space (OS) zoning section of the code. As there is no OS zoning proposed, this reference does not apply. Ensure relevant LDC Sections are cited.

f) Page 4: Employee Housing Initiative

i) Clarify what portions of this will be enforceable by the City vs. the property owner, and how these commitments will be memorialized.

(1) For example, the commitments to employee housing and a minimum lease term may go into a Development Agreement, while the units being free of charge and available for a maximum of 6 months may be left to the discretion of the property owner.

g) Page 5: Public Art Installation

i) A separate public art proposal is required to be submitted for review and potential approval by the Community Development Director.

(1) For a portion of the creekwalk to count towards the public art requirement, only enhancements that are unique and produced by a professional artist may count. The public art proposal shall clearly indicate which portions of the creekwalk are the enhanced elements.

h) Page 5: Sustainable Tourism and Development

i) Please see comments from the City's Sustainability Department.

i) Page 7: Building Components/Square Footage

i) The square footages in the LOI do not match the square footages on the project plans. Ensure all project documentation shows the same sizes of buildings.

j) Page 8: Canopy Creek Walk

i) The "Canopy Walk" is proposed as private for guests of the hotel only. This makes the canopy walk a private hotel amenity, which cannot be constructed on a residentially zoned property. Allowing public access may allow it to be considered a park, which is permitted on the residentially zoned parcel.

k) Specify which uses will be solely for the use of hotel guests or to support the operation of the hotel. Indicate whether any uses in those buildings will be available for public use. Provide square footages for all portions of buildings; ensure all square footage is accounted for.

l) Provide use specifications for each building. The application needs to clarify what the intended use of the "Orangerie" and "Solarium" are.

4. Lot Line Adjustment/Configuration of Lots

a) The LDC does not permit lots to have split zoning; the proposed configuration of the lots is not permissible.

b) If the property owner is successful in having City Council waive this requirement, all requirements for a Lot Line Adjustment must be met. While the lot line adjustment does not have to be done at this stage, a proposed layout for the lots, meeting all requirements below, needs to be provided to Staff for review and comment to ensure that the development will be possible on the proposed new lots.

c) The review of a Lot Line Adjustment will include, but not be limited to, the following:

i) All lots must provide access and utility easements. Easements will also be reviewed by the Sedona Fire District to ensure sufficient space for emergency access.

ii) Lot lines should follow the centerline of easements.

iii) Setbacks shall be measured from the edge of all access easements.

iv) If parking is not located on the lot with the parking-generating use, a parking easement/shared parking agreement will be required. Parking agreements shall meet the requirements of LDC Section 5.5.E.

v) Ensure all buildings are located outside of easements.

vi) Buildings cannot cross property lines and site improvements must be designed with respect to property lines (setbacks, projections, etc.).

vii) Each property must meet all applicable standards (e.g., minimum size, building coverage, and lot coverage) independently.

5. Project Drawings

a) Ensure all plans are oriented in the same direction.

i) The height plan for the restaurant appears to show a different orientation than the floor plans.

b) Number atrium units so comments can be provided on specific buildings.

c) Ensure buildings are not broken up between two pages.

d) The artistic renderings and section views do not serve a review purpose. These should only be included if the project is under the maximum file size. Requests for increased file size allowances may not be approved if plans contain a significant amount of unnecessary information.

e) The zoning is CO / RS-35 (not RS-18).

f) Show proposed lot lines on all applicable plans.

6. Site Plans

a) Show access easements for all properties and ensure required setbacks are measured from the edge of the easement and all buildings are shown outside of the setbacks.

b) For the proposed roundabout at Art Barn Road, show how traffic will flow around the roundabout and ensure it is located within the existing roadway easement. From the ALTA survey, it does not appear that this easement extends onto APN 401-13-020.

c) The creekwalk is not 10' from the property line north of the pumphouse building.

7. LDC Section 2.14: Commercial Zoning Districts

a) While building coverage for each lot has been provided, a breakdown of the buildings needs to be provided (in addition to the total number) and total coverage needs to be provided (building coverage plus driveways, roads, parking areas, walkways, patios, etc.). Itemize total coverage to ensure all required areas are accounted for.

i) For parcel 4, include calculations for the commercial portion of the lot.

8. LDC Section 2.24.D: Setbacks

a) Every lot must have a designated front setback and commercial lots have a required front setback of 10 feet, which must be measured from the edge of access or ingress/egress easements.

b) Work with Staff to establish front property lines/front setbacks for each lot, how they will be measured, etc., to ensure that setback requirements do not create problems in the final design.

9. LDC Section 2.24.E: Building Heights

a) Reconstruction of natural grade needs to be done through a separate submittal with the proposed contours and a written explanation of the justifications for the proposed reconstruction. This review/approval needs to happen before a full review of heights can be completed for this project.

i) Due to the size of the property, multiple sheets will be needed. Scale should not be any smaller than 1":20'. The 1":60' scale provided is too small.

ii) Remove all elements from the plans except the existing and proposed contours.

iii) Pictures may be requested to show site conditions/how the evaluation was done.

b) Roof plans submitted for height review are incomplete. Please make the following changes:

i) Clearly show where different roof elements and parapet heights start/end.

ii) Remove non-relevant information (trees, pathways, etc.)

iii) Move building labels out of the roof plan so all roof elements can be clearly reviewed

iv) Darken lines of roof elements

v) For roof elements with height exceptions being applied, provide all relevant information to determine whether exception is allowed

(1) e.g. When exception is limited in square footage/percentage of roof, clearly show exception area and roof area

vi) Provide roof plans for all atrium units

10. LDC Article 3: Use Regulations

a) Clearly indicate use for all spaces.

i) When more than one use occupies a single building, clearly show the amount of square footage devoted to each use. Ensure all building square footage is accounted for.

ii) Include outdoor dining areas in use summary/square footage calculations.

11. LDC Section 5.3: Grading and Drainage

a) The proximity of this development to Oak Creek will make grading and drainage a significant issue during both the construction phase and post-construction phase. Please ensure the documents submitted for comprehensive review address both phases.

12. LDC Section 5.4: Access, Connectivity, and Circulation

a) Pedestrian and Bicycle Circulation: Show how pedestrian and bicycle traffic will be accommodated in the site plan and how it will tie into existing pedestrian and bicycle infrastructure. See LDC Section 5.4.H for the areas that will need to connect.

   i) While the canopy walk may account for pedestrian connectivity, additional "exit points" may be needed and it does not account for bicycle connectivity.

b) Parking lots with more than 50 spaces shall include pedestrian walkways (LDC Section 5.4.H(3)). Review this section and show required walkways.

c) Clearly show how access will be provided to all buildings, whether through roads, cart paths, etc. Ensure all areas are included in the lot coverage calculations.

d) The City has a Micro Transit service, which can provide On-Demand transportation within City limits and should be offered as an option for guests and customers. Ensure that the Micro Transit buses can be accommodated on the site plan. Contact the City's Transit Department with additional questions.

13. LDC Section 5.5: Off Street Parking and Loading

a) A parking study will be required to approve any parking reductions. Additional comments will be generated once a parking study is provided for review. No parking reductions may be given without a parking study.

b) A 15,439 square foot restaurant requires 154 spaces. 26 spaces represent a reduction of over 83%. Further, it is not clear how hotel guests will support 50% of the patronage of the restaurant. This will be examined more closely once the parking study is provided.

c) Similar to the restaurant, clarify whether hotel guests will be able to support 50% of the use of the spa. Several other resort hotels in Uptown have their own spa facilities, which would limit the use of this spa by walking guests from other hotels.

d) The parking study should consider numbers of employees for each use. Even if 50% of the customers of the spa are hotel guests, the spa will still require staff, so a 50% reduction may not be appropriate.

e) Indicate if there are outdoor dining areas, and how large they are. Include in parking calculations.

f) A health spa is considered "Personal Services, General," which has a parking requirement of 1 space per 250 square feet. Adjust calculations.

g) A bar/lounge requires parking at 1/100 square feet if it is over 1,000 square feet. Adjust calculations.

h) Show location of accessible parking.

i) Show location of bicycle parking (1 space per 10 vehicle parking spaces)

j) Consider providing covered parking within the parking lots.

k) City Code Section 15.45.020F requires a minimum of 5% of the parking spaces to be made EV charger ready (identification of dedicated, future circuits in the electrical system and the installation of conduit to the required EV charger ready spaces). A higher percentage is encouraged.

   i) For 256 spaces, 5% is a minimum of 21 spaces.

   ii) EV ready spaces should be in both parking lots.

14. LDC Section 5.6: Landscaping, Buffering, and Screening

a) Provide a landscaping plan that clearly shows compliance with the requirements of this section.

b) A minimum of 10% of parking areas are required to be landscaped. It does not appear the parking areas will meet this requirement as currently designed.

c) Provide height information for all retaining walls. Ensure they meet LDC requirements for height, articulation, terracing, etc.

15. LDC Section 5.7: Site and Building Design

a) A complete review is not done at this time. Review the requirements of this section and ensure the plans submitted for comprehensive review clearly show compliance with all applicable code sections.

b) Provide physical samples of all proposed exterior colors and materials.

16. LDC Section 5.8: Exterior Lighting

a) Provide a lighting plan that clearly shows compliance with the requirements of this section.

b) Exterior Lighting Application:

i) https://www.sedonaaz.gov/home/showpublisheddocument/44952/638221678311370000

17. LDC Section 5.9: Public Art

a) This development will be required to provide Public Art, either through an on-site installation or a contribution to the Art in Public Places Fund. A public art plan must be submitted for review and potential approval prior to installation of the artwork.

18. LDC Article 6: Signs

a) Provide a Master Sign Plan for the development.

19. Historic Building (George Jordan Well House)

a) The Historic Resource Survey should be reviewed to determine if any updates are needed.

b) Historic Landmark status for the well house is encouraged. Contact Staff for more information about this process, if interested.

20. Engineering Reports

a) The traffic generation report and estimated wastewater generation letter only account for the 36 hotel units. All proposed uses on the site must be accounted for. Revise.

b) The water demand calculations (Table 1) do not seem appropriate for the proposed uses (i.e. 200 gallons per day seems to be too low for the size of restaurant proposed). Confirm that the numbers shown on the table are accurate.

i) The statement after Table 1 references total estimated design demands for six future single-family residences, which is not what the proposal is for.

c) The will serve letters from Sedona Wastewater, Arizona Water Company, APS, Century Link, and Patriot are for APN 401-13-060G, and the email from Optimum is for 400 N State Route 89A. Neither of these parcels are part of this proposal. Provide will serve letters for this project/these properties.

21. Application Materials

a) Review the submittal requirements of both the LDC and the Manual and ensure the comprehensive submittal includes all required documentation.

b) Provide a Context Plan (Manual Section 1.1.E)

c) Ensure project drawings meet the requirements of Manual Section 1.1.C & F.

d) Manual Section 1.1.H

   i) Provide letters of serviceability from all utilities for the properties included in this application. Please ensure all utilities have a full understanding of the proposal.

Public Works Department
102 Roadrunner Drive Sedona, AZ 86336
(928) 204-7111 · Fax: (928) 282-5348;
Hanako Ueda, EIT (928) 203-5024

ambiePZ24-00015 (DEV)
Ambiente Creekside (Conceptual)
07/01/2025

Engineering Comments

Please address all comments by the next submittal:

1. Please provide a Traffic Impact Analysis which includes ancillary uses which are open to the public and not just resort amenities (this will need to be reviewed by ADOT as well). Resort Hotel is LUC330
2. Please provide a geotechnical report.
3. Please provide a preliminary drainage report. The report refers to Carol Canyon. Please revise and include appendices.
4. Please provide a sewer design report which follows A.A.C. Title 18 Chapter 9 "Environmental Quality" rather than City of Prescott or Phoenix design manuals.
5. A Will Serve letter from a natural gas provider was not included in the submittal. Will the development utilize any gas, or will it be all electric?
6. Please show ADA units & accessible routes.
7. Provide water and sewer lines in parallel to avoid conflicts
8. Please show parking lot surfacing.
9. Please provide a cross section for the Owenby driveway.
10. The new access road from Owenby should be at least a 26' roadway with 5' shoulders. Provide guardrail.
11. Consult NCHRP Report 672 for roundabout design. Please flatten the new leg from Owenby as much as possible. NCHRP suggests a maximum of 2-4% for approaches and exits.
12. Please show elevations across the creek at the elevated walkway. This will require a no-rise certification.
13. The new sewer alignment will need a permit/NOI & review from ADEQ (4.01 GP)

Prior to Issuance of Building Permit:

- An elevation Certificate from an Arizona Registered Land Surveyor is required for each structure.
- A Floodplain Development Permit from Coconino County will be required.
- Infrastructure within the ADOT ROW must be approved by ADOT. It is recommended to attend a pre-application meeting with ADOT.
- For projects involving grading of more than 5,000 cubic yards, a haul plan, a dust control plan, a topsoil reutilization plan, a stormwater pollution prevention plan, and a traffic control plan shall be required. Each must be acceptable to and approved by the City Engineer. (DREAM 3.1.H.6.i).
- For projects involving grading of more than 5,000 cubic yards, an assurance bond is required per DREAM 3.1.G.1.
- Provide Final Grading and Drainage Plans. The Site Plan shall meet the requirements of DREAM Chapter 3.1.
- Provide the Final Drainage Report.
- Applicant shall follow the City of Sedona Land Development Code in its entirety.
- Applicant shall provide a Storm Water Pollution Prevention Plan and ADEQ NOI.
- Accessible sidewalks and parking areas will need to meet the current US Dept. of Justice ADA requirements.
- Accessible parking/signage shall meet the requirements of the City LDC and DREAM documents.

MEMO

To: Cari Meyer, Planning Manager
From: Sustainability Department
sustainability@sedonaaz.gov
(928) 203-5127
Date: June 19th, 2025
Subject: Recommendations for Ambiente Creekside Development Application

Energy Conservation and Emissions Reductions

Upon reviewing the application materials, the Sustainability Department submits the following suggestions for consideration:

1) The Sustainability Department would also recommend the implementation of rooftop solar panels on nearly all buildings to expand on the photovoltaic shade glazing at the 'Arrival' building. As a commercial property, the site may be eligible for a federal tax credit for up to 26% of the costs of any installed solar through the Commercial ITC Program. Additionally, the project may qualify for the Rural Energy for America Program. Both programs are available at the time of these comments. It is the Sustainability Department's recommendation to install solar photovoltaics at the start to reduce long-term utility costs, greenhouse gas emissions, and operational impacts if completed at a later date. Reducing community greenhouse gas emissions and increasing renewable energy is a goal of the Sedona Climate Action Plan.

2) The project could explore utilizing green roofs on some of the buildings. This would reduce the heat island effect seen in the Sedona Heat Watch Report, improve energy consumption of the buildings, and increase plant diversity on site. This could be done in conjunction with solar or as an alternative. Green roofs can also reduce heating and cooling costs of the facility, and it is a strategy found in the Heat Mitigation and Adaptation Guidebook for Sedona.

3) Natural gas is a significant greenhouse gas that contributed to over 35,000 metric tons of CO_2e in the Sedona community in 2023. New natural gas connections should be avoided whenever feasible. Heating and cooling of facilities should be done through passive designs or appliance alternatives like mini-splits and air source heat pumps.

4) The Sustainability Program encourages the pursuit of the highest building certification feasible, in particular with respect to Coconino County's Sustainable Building Program. The project could also pursue materials and construction found in the U.S. Green Building Council's LEED accreditation.

5) It appears there may be an opportunity to reduce construction emissions by substituting traditional concrete with low-carbon concrete alternatives. Incorporation of low-carbon concrete is highly encouraged.

6) To increase the resiliency of the facilities, microgrid infrastructure could be pursued. Each building, or the site as a whole, could have on-site backup battery storage that could help reduce peak demand energy consumption and utility costs, as well as act as a short-term energy backup in the event of a power outage.

7) For the parking spaces on site, it is suggested to include solar carports and/or green roof carports. This would help either increase onsite renewable electricity generation and/or provide shading to reduce the aforementioned heat island effect.

Transportation and Electric Vehicle Support

8) It is noted in the designs that 8 parking spaces are designated to be covered EV charging spaces. For the level of charging needed at the site, Level 2 charging stations would be feasible, and it is strongly encouraged to discuss and coordinate efforts with Arizona Public Service (APS). DC Fast charging stations could also be pursued. Installation of such stations should be targeted at locations that have shorter dwell times, are highly accessible, and have increased visitation turnover.

9) The Sustainability Department also encourages the development of dedicated sidewalks and connected spaces to minimize the road crossings for pedestrians. Alternative path structures like decomposed granite, pavers, crushed rock/fill from the site can reduce the amount of concrete or asphalt that would traditionally be used on site.

10) The Sustainability Department also recommends the incorporation of porous pavement and/or permeable pavers into the design for parking areas. This would help reduce stormwater runoff, improve water filtration, and reduce the ability of pollutants to be transported into Oak Creek.

11) Create a designated pickup and drop-off area that can connect visitors and employees to shuttle services, like the Sedona Shuttle Connect, which can help reduce vehicle emissions and improve connectivity to public transportation systems within the community.

Water Conservation

The use of low-flow water fixtures, smart irrigation controllers, water bottle refill stations, and rainwater harvesting solutions should be considered for the site. An additional suggestion is as follows:

12) Incorporate bioretention basins throughout landscaped areas to help manage stormwater flows, improve passive watering of landscape, and increase plant diversity onsite. If coordinated with porous pavements subflow from the property could be directed to the basins and improve pollution control. Harvested rainwater could also be directed towards

landscaping. Friends of the Verde River has River Friendly Living Grants that might be applicable to these initiatives.

Landscaping, Native Plants, and Ecosystem Services

Efforts to retain current native plants on-site, along with planting native and adaptive species in new plantings aligns well with the Climate Action Plan and is strongly encouraged. Some additional suggestions for consideration are below:

13) Native plants: Plant species chosen for the property should align with the City of Sedona's approved plant list. With annual temperatures increasing, as well as the risk of extensive drought, it would be beneficial to increase the use of native vegetation that is adaptive and drought tolerant to reduce the reliance on water resources. Additionally, deciduous plant species may be able to provide shading during the hotter months, yet help the buildings warm up in the winter months.

14) Consider the development of an integrated pest management plan to target invasive species during construction. When removing structures and disturbing landscape on site, the subsequent disturbed area can provide an opportunity for invasives to establish themselves. Local partners, as well as the University of Arizona's Pest Management Center, may be able to provide additional support if desired.

Recycling and Compost

15) Consider utilizing local composting and recycling services to reduce food scrap waste and increase waste diversion during both construction and operations. This would help reduce greenhouse gas emissions associated with landfilled solid waste and improve ecosystem health.

Exterior Lighting

16) Dark-sky compliant lighting should be pursued to the extent possible. Narrow-band amber LEDs (590nm wavelength) would be the preferred choice to protect the night skies and maintain Sedona as an International Dark Sky Community.

Outlook

Creekside Ambiente

From Dori Booth <dbooth@sedonafire.org>
Date Wed 12/11/2024 4:06 PM
To Cari Meyer <CMeyer@sedonaaz.gov>

Caution: This is an external email and should be considered suspicious. Please take care when clicking links or opening attachments. When in doubt, contact your IT Department.

SFD Prelim Review

1. The project falls within the designated Wildland Urban Interface Boundaries.
    a. The International Wildland Urban Interface Code shall be included in the referenced Codes and Standards for the project.
    b. Vegetation Management Plan
    c. Defensible Space
    d. All structures shall be designed and constructed in accordance with IWUIC
        i. Class I Ignition Resistant Construction
        ii. Class A Roof
    e. 

1. The following Fire Life Safety Systems are Required
    a. Fire Sprinklers for all structures on the property
    b. Fire Alarm System

    c. Fire Hydrants
    d. Kitchen Hood Suppression System
2. Fire Department Access / Firefighter Features
    a. Fire lanes shall be a minimum of 20 feet clear width
    b. Fire Department Connections are required to be remote and no further than 150 feet from the nearest hydrant
    c. Knox Boxes are required
    d. Vehicular gates, where installed, require Knox Padlock or Knox Key switches and Opticom devices

Respectfully,

Chief Booth

Dori Booth
Division Chief
Community Risk Reduction
Sedona Fire District
Office (928) 204-8926

To ensure compliance with the Arizona Open Meeting Law, members of the SFD Fire Board and/or PSPRS Local Board who have received this message may reply directly to the sender, but should not forward it or send a copy of their reply to other Board Members. Board Members may reply to a staff member regarding this message, but they should not send a copy of the reply to other District Board Members. This communication may contain confidential and/or proprietary information and may not be disclosed to anyone other than the intended addressee. Any other disclosure is strictly prohibited by law. If you are not the intended addressee, you have received this communication in error. Please notify the sender immediately and destroy the communication including all content and any attachments.

Outlook

Comment on Development Proposal

From donotreply@sedonaaz.gov <donotreply@sedonaaz.gov>
Date Tue 11/19/2024 8:30 AM
To Cari Meyer <CMeyer@sedonaaz.gov>; Megan Yates <MYates@sedonaaz.gov>; Laura Stewart <LStewart@sedonaaz.gov>

A new entry to a form/survey has been submitted.

Form Name:	Comments on Development Proposals
Date & Time:	11/19/2024 8:30 a.m.
Response #:	673
Submitter ID:	7174
IP address:	136.226.64.104
Time to complete:	2 min. , 56 sec.

Survey Details

Page 1

We want to hear what you think. Please share your thoughts below. If you have questions about the project, please enter your contact information so that we can respond. Please note that all information submitted (including name, addresses, and email) will become part of the public record and will be available for public inspection.

1. **Project Name:**
   Ambiente Creekside

2. **What are your comments, concerns, ideas, and suggestions about this project?**

   ADOT would like to have a TIS for this project. In addition, and encroachment permit for access to 89A.
   TGP (form) 240A: https://azdot.gov/sites/default/files/media/2021/08/TGP0240-2021-08.pdf

3. **Your contact information (If you do not feel comfortable sharing or do not want this information to become a public record, a partial answer or "not applicable" is acceptable.)**

Name:	Yvonnie Giltner
Address (or Street Name):	1959 S Woodlands Village Blvd Ste 100-B
City of Residence	Flagstaff
E-mail:	ygiltner@azdot.gov

4. **Would you like to receive notices about this project, such as public meeting dates?**

   (o) No

Attachment 4

Draft Development Agreement

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT ("**Agreement**") is made as of this ____ day of _____, 2025 (the "**Effective Date**"), by and between the City of Sedona, Arizona, an Arizona municipality ("**City**") and Dutchman's Cove LLC, an Arizona limited liability company dba Ambiente Creekside ("**Ambiente**") (referred to herein collectively as the "**Parties**" or individually as a "**Party**").

RECITALS

A. Ambiente has contracted to purchase certain real property located in Sedona, Coconino County, Arizona, identified as Assessor's Parcel Numbers (APN) 401-08-002A, 401-08-006A, 401-13-059, 401-09-001A, 401-09-001B, and 401-09-001C, legally described in **Exhibit A**, attached hereto (the "**Property**").

B. Ambiente desires to improve and develop the Property by constructing a hotel with 36 lodging units, restaurant, spa, canopy walk, arrivals building, maintenance building, and other improvements as contemplated in Sedona case number PZ24-00015 (the "**Project**"). The current conceptual plan for the Project is attached hereto as **Exhibit B** ("**Conceptual Plan**"), which is provided for illustrative purposes only. The design, layout, and components of the Project may be revised, refined, or otherwise modified by Ambiente as it proceeds with design development and seeks governmental approvals.

C. Conditioned upon Ambiente obtaining satisfactory approvals to permit the Project, Ambiente desires to construct, own, and maintain, and the City desires to have constructed and maintained, a public recreational walking path ten feet (10') in width (the "**Canopy Walk**"), described and depicted conceptually in the attached **Exhibit B**, which will serve as a portion of the City's planned public Creek Walk, described herein and depicted conceptually in **Exhibit C**. The Canopy Walk may include elevated portions as determined in Ambiente's sole discretion, but nothing herein shall be construed to require that any portion of the Canopy Walk be elevated.

D. The Parties acknowledge the mutual benefit of cooperating in facilitating public access to Oak Creek in a manner protective of the sensitive riparian environment.

E. Arizona Revised Statutes Section 9-500.05 allows a municipality and a landowner or any other person having an interest in real property located in the municipality to enter into a development agreement pertaining to any matter relating to the development of such real property, including applicable land use rules, regulation and official policies, permitted land uses, density and intensity of land use, phasing of the development and duration of the development agreement, and development fees.

F. The Parties desire to enter into this Agreement to define clearly their rights, obligations, and responsibilities in connection with the Canopy Walk project.

G. The City believes that the development of the Canopy Walk on the Property pursuant to this Agreement would provide certain benefits to the City, and Ambiente believes that the development of the Canopy Walk on the Property pursuant to this Agreement would be beneficial and advantageous to Ambiente.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties agree as follows:

1. **Recitals**. The recitals above, A through G, are incorporated into this Agreement.

2. **Definitions**. In this Agreement, unless a different meaning clearly appears from the context:

2.1. "**Applicable Laws**" means all federal, state, county, municipal, and local laws, statutes, ordinances, regulations, resolutions, rules, codes, standards, and official policies, including, without limitation, zoning regulations, land-use laws, subdivision codes, environmental laws, building codes, health and safety regulations, and specifically including the City of Sedona's Land Development Code as in effect on the date of execution of this Agreement, and any amendments thereto, that are adopted, enacted, promulgated, or otherwise enforced by any governmental authority or administrative agency having jurisdiction over the subject property, development activities, improvements, or matters addressed by this Agreement, including those enacted or enforced by the United States Government, the State of Arizona, Coconino County, the City of Sedona, and any political subdivision thereof.

2.2. "**Approvals**" means all approvals, consents and permits necessary pursuant to Applicable Laws and encumbrances recorded against the Property for the development of the Project.

2.3. "**Canopy Walk**" means the walking path improvements contemplated in this Agreement that are located solely within the Property, and which are intended to enable a public recreational walking path from SR89A and Owenby Road to the Coconino National Forest on the southeast corner of the Property. The Canopy Walk may, at Ambiente's sole discretion, include portions that are elevated above ground level, but nothing in this Agreement shall be construed to require that any portion be elevated. "Canopy Walk" specifically excludes any improvements or obligations located outside of the Property.

2.4. "**Default**" or "**Event of Default**" means one or more of the events described in Sections 20.1 and 20.2; provided that such events shall not give rise to any remedy until effect has been given to all grace periods and cure periods provided in Section 20.3.

2.5. "**Force Majeure**" means the events and circumstances described in Section 17.6.

2.6. **"Project"** means as defined in Recital B.

2.7. "**Property**" means as defined in Recital A.

2.8. "**Term**" means twenty (20) years from the Effective Date.

2.9. "**Term – Canopy Walk Easement**" means ninety-nine (99) years from the Effective Date.

3. **Public Canopy Walk**.

3.1. **Construction; Ownership; Maintenance**.

3.1.1. Obligation to Construct. Ambiente shall, at its sole cost and expense, undertake and complete the design, permitting, and construction of the Canopy Walk to be constructed entirely upon the Property.

3.1.2. Design. The Canopy Walk shall have a width of not less than ten (10) feet. Ambiente may, in its sole discretion, elect to elevate some or all portions of the Canopy Walk above ground level, provided that any such elevated portions shall comply with the applicable requirements of the Sedona Land Development Code, including height limits (maximum 22 to 27 feet) for building height. The general location and potential elevation of the Canopy Walk are depicted in the Conceptual Plans and are intended to preserve and protect the natural environment of Oak Creek. Nothing in this Agreement shall be construed to require Ambiente to elevate the Canopy Walk, in whole or in part.

3.1.3. Alignment. The conceptual alignment for the Canopy Walk is depicted on **Exhibit B**. The final alignment will be determined by Ambiente through its development Approvals and in compliance with applicable Sedona Land Development Code requirements; provided, however, that the ingress and egress points as shown in **Exhibit B** shall not change without the City's consent and all applicable Sedona Land Development Code requirements are met. Additionally, Ambiente shall establish at least one additional emergency access point (which may be a staircase) subject to approval by the Sedona Fire District other than the ingress and egress points, and may establish controlled access points connecting the Canopy Walk to its facilities, at its discretion.

3.1.4. Setbacks. Notwithstanding any contrary provision in the Sedona Land Development Code or any other applicable City development regulation, the City agrees that all setback requirements shall be and hereby are waived with respect to any elevated portion of the Canopy Walk and its associated structural elements, including any supporting columns, ramps, railings, viewing platforms, or other associated elements (collectively, the "Canopy Walk Structure"). The City acknowledges that the Canopy Walk Structure, as an elevated public recreational structure to be located entirely within the boundaries of the Property and constructed by Ambiente pursuant to this Agreement, is a unique improvement and that application of standard setback requirements would unnecessarily hinder its design and function. Accordingly, the City confirms that the Canopy Walk Structure shall not be subject to any side, rear, or front setback requirements otherwise applicable to permanent structures under the Land Development Code.

3.1.5. Viewing Platform. The Canopy Walk will initially end in a fifteen-foot to twenty-foot (15-20') wide viewing platform on the Property as shown in **Exhibit B**. The City may, at its option, connect to it for future Creek Walk and Huckaby Trail extensions in accordance with this Agreement. Nothing in this Agreement shall obligate Ambiente to establish an ingress or egress point at the viewing platform / southwest corner of the Property unless and until the City constructs a connection to the Canopy Walk at that location as part of a future Creek Walk or Huckaby Trail extension.

3.1.6. Ownership and Maintenance. Ambiente shall retain exclusive ownership and full title to the Canopy Walk improvements. Ambiente acknowledges and agrees that, as the sole owner, it shall bear full responsibility for the ongoing maintenance, repair, replacement, management, and operation of the Canopy Walk, including, without limitation, responsibility for structural integrity, surface conditions, guardrails, lighting, drainage, landscaping, trash removal, snow and ice removal, graffiti removal, signage, and compliance with Applicable Laws.

3.1.7. Maintenance Standards. Ambiente shall maintain the Canopy Walk in a good, clean, safe, and attractive condition, consistent with standards customary for public pedestrian facilities located within the City of Sedona. Ambiente shall undertake periodic inspections, repair defects, perform preventative maintenance, as necessary, and ensure the Canopy Walk remains functional and available for public use.

3.1.8. Permits and Approvals. Ambiente shall be responsible for obtaining all governmental and regulatory Approvals, permits, licenses, authorizations, and

environmental clearances required for the design, construction, operation, and maintenance of the Canopy Walk, including but not limited to building permits, grading permits, environmental assessments, and any permits or clearances required from federal, state, or local agencies or jurisdictions, including the Sedona Fire District, Arizona Department of Environmental Quality, Arizona Department of Water Resources, and the United States Army Corps of Engineers, if applicable. The City agrees to cooperate reasonably with Ambiente in connection with Ambiente's pursuit of such Approvals and shall waive any City-imposed fees associated with permitting and reviewing the Canopy Walk. This fee waiver does not extend to the hotel, spa, restaurant or other project buildings or improvements.

3.1.9. Timing. Ambiente shall construct the Canopy Walk as part of developing the Property as a 36-lodging unit hotel. The Canopy Walk shall be substantially completed and open to the public on or prior to the issuance of a certificate of occupancy for the hotel, spa, or restaurant to the public, subject to reasonable delays and/or agreed upon extensions, as the case may be. "Substantial completion" shall mean the date upon which the Canopy Walk is completed and safe for public use in compliance with applicable standards and regulations, subject only to "punch list" items that do not materially impair its safe public use.

4. **Public Access Easement**. Ambiente hereby grants to the City a nonexclusive public access easement to use the Canopy Walk for pedestrian and nonmotorized travel purposes for a term of ninety-nine (99) years commencing upon substantial completion of the Canopy Walk. Ambiente retains fee title to the Canopy Walk, subject only to the City's easement rights hereunder. The easement shall run with the land, but shall be expressly limited to use of the Canopy Walk itself and shall not extend to or encumber the underlying land. The easement shall not be separately recorded and shall exist solely as provided within this Development Agreement. Sections 4, 4.1, and 4.2, and the Public Access Easement shall survive for a period of 99 years from the Effective Date and shall survive termination or expiration of this Agreement.

4.1. **Access Points**. Ambiente shall provide a public access point to the Canopy Walk near the Owenby Way roundabout as depicted in **Exhibit B** and at least one additional emergency access point subject to approval of the Sedona Fire District. Additionally, if and when the City desires to connect to the Canopy Walk at the viewing platform and construct the Creek Walk to the south or establishes a connection to Huckaby Trail pursuant to Section 7, the public shall also have access to the Canopy Walk at the viewing platform connection point. Nothing in this Agreement shall grant the public any right of access to the Canopy Walk except at these two specifically designated points and the emergency access point, and Ambiente shall not be obligated to provide or permit any additional public access

points to the Canopy Walk. Ambiente may establish controlled access points connecting the Canopy Walk to its facilities, at its discretion.

4.2. **Use Rules**. Public use of the Creek Walk shall be subject to reasonable rules and regulations consistent with those applicable to other City shared-use paths and parks and shall generally be open to the public daily between the hours 6:00 a.m. and 10:00 p.m.

5. **Alignment Relocation**. Ambiente retains the right to make reasonable alignment adjustments to the Canopy Walk post-construction at Ambiente's expense, provided ingress and egress points remain unchanged, at least one emergency access point other than the ingress and egress points remain in existence, the minimum width of 10' is maintained, and the adjusted alignment continues to meet applicable City codes and regulations, namely the City's Land Development Code in effect as of the date of the propose adjustment.

6. **City Financial Participation**. The City shall participate financially in the Canopy Walk by reimbursing Ambiente the amount of One Hundred Forty Thousand Dollars ($140,000.00) (the "City Contribution") for eligible costs incurred by Ambiente directly in connection with the design, construction, and installation of the Canopy Walk. Reimbursement shall be made by the City to Ambiente within thirty (30) calendar days following the opening of the Canopy Walk to the public and the City's receipt of reasonable documentation evidencing such expenditures from Ambiente.

7. **Preservation of Oak Creek**.

7.1. **Limitation on Public Access**. In recognition of the sensitivity of Oak Creek's riparian environment and the mutual interest in preserving its ecological integrity, the City expressly agrees and covenants that the City will not pursue or finance additional public access on the Property or public access on US Forest Service Property within one thousand (1,000) feet of Ambiente's property boundary along Oak Creek ("Oak Creek Protection Area") except as follows: (i) the elevated Canopy Walk Structure as designed and constructed pursuant to this Agreement, and (ii) Canopy Walk connections for the Creek Walk (as generally depicted in **Exhibit C**) and/or to Huckaby trail that are clearly defined and fenced as allowed by the US Forest Service.

7.2. **Obligations Regarding Oak Creek Protection Area**. The City shall not, at any time during the term of this Agreement, plan, permit, encourage, or facilitate public access within the Oak Creek Protection Area, other than via the Canopy Walk, or Canopy Walk connections to the Creek Walk and/or Huckaby Trail that are clearly defined and fenced as allowed by the US Forest Service. If the City constructs the Creek Walk, the City shall take reasonable and appropriate steps to enforce these

restrictions, including, as applicable, installation of signage, fencing, and other measures designed to clearly define, limit, and enforce permissible public access routes and uses consistent with this Agreement.

8. **Lot Line Adjustment**. The City agrees to process Ambiente's requested lot line adjustments to allow the planned 36 lodging units to be situated as shown on **Exhibit B**, subject to the procedures and requirements of the Sedona Land Development Code. The City agrees that Sedona Land Development 8.5(C)(4)(g), which requires lots to be combined to have the same zoning designation, does not apply to Ambiente's requested lot line adjustments. The lots, as adjusted, shall retain their existing zoning designations of CO (commercial) west of Oak Creek and RS-35 (Single Family Residential) east of Oak Creek, as the case may be. Nothing in this Agreement shall preclude Ambiente from submitting a future application for a subdivision plat.

9. **Art Barn Road.** The City agrees not to require Ambiente to convert Art Barn Road to a 1-way road and that it will be permitted to remain a 2-way road. Ambiente agrees to connect its interior circulation system to Art Barn Road, in a location to be determined by Ambiente, so that traffic from neighboring parcels can exit at the Owenby Way roundabout. See **Exhibit B** for the current conceptual alignment.

10. **Roadway Easement Abandonment**. Upon or prior to the issuance of building permits by the City for the hotel, spa, and/or restaurant, the City hereby agrees to formally abandon, relinquish, and vacate its interest in that certain portion of those certain roadway easements, as legally described in the form of Declaration of Partial Abandonment of Easements attached hereto as **Exhibit D**.

11. **Sewer Line Relocation**.

    11.1. The parties agree that Ambiente may, at its sole cost and expense, relocate one or more portions of the existing public sewer line on the Property by constructing a new alignment and abandoning the existing line in place. Any such relocation shall be subject to the prior review and reasonable approval of the City Engineer and Wastewater Department.

    11.2. Upon completion of the relocation, Ambiente shall convey to the City all necessary and appropriate easements for the operation, maintenance, and access to the relocated public sewer line on the Property, in a form acceptable to the City. Each such easement shall expressly provide that Ambiente reserves the right to reasonably relocate the easement area in the future subject to the prior review and reasonable approval of the City Engineer and Wastewater Department. Ambiente shall bear all costs associated with relocating any portion of the public sewer line located within the easement.

11.3. Upon finalization and City approval of the Ambiente project development plans, and successful relocation of the existing sewer lines and conveyance of all required easements, the City agrees to abandon or quitclaim any existing sewer line easements affecting the Property that are no longer in use, including, without limitation, any unrecorded easements on file with the office of the City Clerk.

12. **Regulation of Development.** The existing City Code, rules, regulations, policies, development standards, general engineering standards, and other development guidelines will apply to the development of the Property (collectively, the "Rules") for a period of 2 years from the Effective Date.

13. **Anti-Moratorium.** The Parties hereby acknowledge and agree that the development of the Property will be phased and that, for the term of this Agreement, no moratorium shall be imposed except as permitted by A.R.S. § 9-463.06 in effect on the Effective Date.

14. **2-Year Development Impact Fee Freeze.** The City agrees that, for a period of twenty-four (24) months commencing on the date of issuance of the first building permit for the Property, the development impact fees applicable to the Property shall not be increased. During this period, any building permit issued for the Property shall be subject to the development impact fee schedule in effect as of the date of issuance of the first building permit. This fee freeze shall not apply to any modifications to the Project that change the land use in a manner that would result in higher impact fees.

15. **Term.** This Agreement shall commence on the Effective Date and shall remain in full force and effect for a period of twenty (20) years, unless earlier terminated in accordance with the provisions set forth herein (the “Term”). The Term may be extended by mutual written agreement of all Parties, which agreement shall specify the period of extension and any applicable terms. The public access easement shall survive the Term of this Agreement and expire ninety-nine (99) years from the Effective Date.

16. **Termination. This Agreement may be terminated prior to the expiration of the Term as follows:**

16.1. **By Mutual Agreement.** The Agreement may be terminated at any time by mutual written consent of all Parties.

16.2. **For Default or Material Breach.** Any Party may terminate this Agreement upon a material breach by another Party, provided that the terminating Party gives written notice describing the breach in reasonable detail and the breaching Party fails to cure such breach within thirty (30) days after receipt of such notice, or such longer period as may be reasonably necessary so long as diligent efforts to cure are commenced within the initial thirty (30) day period and thereafter pursued to completion.

16.3. **By Failure of Condition Subsequent.** The Parties expressly agree that this Agreement is subject to the following conditions subsequent:

16.3.1. Ambiente's successful closing on the purchase of the Property on or before September 29, 2025; and

16.3.2. Ambiente's successful obtainment of governmental Approvals on or before December 31, 2025, satisfactory to Ambiente in its sole discretion to permit it to build and operate the Project.

If the condition subsequent in 16.3.1 fails to occur, then any Party may terminate this Agreement by providing written notice to the other Parties on or before December 31, 2025. Likewise, if the condition subsequent in 16.3.2 fails to occur, then Ambiente or the City may terminate this Agreement by providing written notice to the other parties on or before January 31, 2026. Upon such termination, all rights and obligations of the Parties under this Agreement shall be null and void, and any Approvals previously granted in connection herewith, including, without limitation, any governmental approvals, entitlements, or easement abandonments, may be revoked without penalty, cost, or liability to any Party for the revocation.

17. **Automatic Termination for Inactivity**. Notwithstanding anything to the contrary herein, this Agreement shall automatically terminate and be of no further force or effect if neither (a) a building permit has been issued for any portion of the Project, nor (b) physical construction of the Project has commenced, within two (2) years after the Effective Date. Such termination shall occur automatically and without further action required by any Party. Upon request of any Party, the other Parties shall cooperate in executing and recording any document reasonably necessary to evidence the termination of this Agreement and the release of any related encumbrances.

18. **Covenants of the City**.

18.1. **No Further Legislative Action.** The City agrees that no further legislative action by the City shall be required for Ambiente and/or its successors and assigns to develop the Property in accordance with Ambiente's most recently submitted plans and this Agreement.

18.2. **Plan Review for Project**. The City shall review the Project application and plans in accordance with the established time frames for review of building permits. Approval of such plans shall be granted or withheld on the basis of the most current standards and requirements.

18.3. **No Other Dedications or Exactions**. Except as expressly set forth herein or in Sedona City Code or Land Development Code (including Development Impact Fees, Wastewater Capacity Fee, Building Permit and Inspection Fees) (or on final Application documents), the City shall not require any other dedications or exactions in connection with the development of the Project. Without limiting the generality of the foregoing, the City shall not include the Project in any special improvement district or community facilities district, or similar special taxing district without Ambiente's consent.

19. **Representations and Warranties**.

19.1. **By the City**.

19.1.1. The City's execution and delivery of this Agreement have been duly authorized by the Sedona City Council and agreed to in compliance with the requirements of the Sedona City Code.

19.1.2. All City consents necessary to the execution and delivery of this Agreement by the City have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

19.1.3. The City will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to evidence and implement this Agreement.

19.1.4. The execution and delivery of this Agreement by the City is not prohibited by, and does not conflict with, any other agreements, instruments or judgments or decrees to which the City is a party or is otherwise subject.

19.1.5. The City has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

19.2. **By Ambiente**.

19.2.1. Ambiente has the full right, power and authorization to enter into this Agreement and to perform its obligations and undertakings under this Agreement, and the execution, delivery and performance of this Agreement by the Ambiente has been duly authorized and agreed to in compliance with the organizational documents of Ambiente .

19.2.2. All consents necessary to the execution, delivery and performance of this Agreement have been obtained, and no further action needs to be taken in connection with such execution, delivery and performance.

19.2.3. Ambiente will execute and acknowledge when appropriate all documents and instruments and take all actions necessary to implement, evidence and enforce this Agreement.

19.2.4. As of the Effective Date, Ambiente knows of no litigation, proceeding or investigation pending or threatened against or affecting Ambiente, which could have a material adverse effect on Ambiente's performance under this Agreement that has not been disclosed in writing to the City.

19.2.5. This Agreement (and each undertaking of Ambiente contained herein) constitutes a valid, binding and enforceable obligation of Ambiente, enforceable according to its terms, except to the extent limited by bankruptcy, insolvency and other laws of general application affecting creditors' rights and by equitable principles, whether considered at law or in equity. Ambiente will, at its sole cost and expense, defend the validity and enforceability of this Agreement and each of its terms in the event of any proceeding or litigation which challenges the validity or enforceability of any provision of this Agreement or the authority of Ambiente or the City to enter into or perform any provision under this Agreement and shall indemnify the City against any cost, expense, liability or judgment (including attorney's fees, court costs and expert witnesses) incurred by the City in connection with any such litigation or proceeding. The severability and reformation provisions of this Agreement shall apply in the event of any successful challenge to this Agreement.

19.2.6. The execution, delivery and performance of this Agreement by Ambiente is not prohibited by, and does not conflict with, any other agreements, instruments, judgments or decrees to which Ambiente is a party or to which Ambiente is otherwise subject.

19.2.7. Ambiente has not paid or given, and will not pay or give, any third party any money or other consideration for obtaining this Agreement other than normal costs of conducting business and costs of professional services such as the services of architects, engineers and attorneys.

19.2.8. Ambiente has been assisted by counsel of its own choosing in connection with the preparation and execution of this Agreement.

20. **Default and Remedies**.

20.1. **Events of Default by Ambiente**. Default or an Event of Default by Ambiente under this Agreement shall mean one or more of the following:

20.1.1. Any representation or warranty made in this Agreement by Ambiente was materially inaccurate when made or shall prove to be materially inaccurate during the Term of this Agreement;

20.1.2. Ambiente fails to observe or perform any material covenant, obligation or agreement required of it under this Agreement.

20.2. **Events of Default by the City**. Default or an Event of Default by the City under this Agreement shall mean one or more of the following:

20.2.1. Any representation or warranty made in this Agreement by the City was materially inaccurate when made or shall prove to be materially inaccurate during the Term;

20.2.2. The City fails to observe or perform any material covenant, obligation or agreement required of it under this Agreement.

20.3. **Grace Periods; Notice and Cure**. Upon the occurrence of an Event of Default by any Party, such Party shall, upon written notice from a non-defaulting Party, proceed immediately to cure or remedy such Default and, in any event, such Default shall be cured within thirty (30) calendar days (or twenty (20) calendar days in the event of a monetary default) after receipt of such notice, or, if such Default is of a nature that is not capable of being cured within thirty (30) calendar days shall be commenced within such period and diligently pursued to completion.

20.4. **Remedies on Default**. Whenever any Event of Default occurs and is not cured (or cure undertaken) in accordance with Section 20.3 of this Agreement, the non-defaulting Party has all remedies available at law or equity.

20.5. **Delays; Waivers**. Except as otherwise expressly provided in this Agreement, any delay by any Party in asserting any right or remedy under this Agreement shall not operate as a waiver of any such rights or limit such rights in any way; and any waiver in fact made by such Party with respect to any Default by the other Party shall not be considered as a waiver of rights with respect to any other Default by the non-defaulting Party or with respect to the particular Default except to the extent specifically waived in writing. It is the intent of the Parties that this provision will enable each Party to avoid the risk of being limited in the exercise of any right or remedy provided in this Agreement by waiver, laches or otherwise at a time when it may still hope to resolve the problems created by the Default involved.

20.6. **Force Majure**. Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, fire, communication line failures, power failures, or earthquakes.

20.7. **Rights and Remedies Cumulative**. The rights and remedies of the Parties are cumulative, and the exercise by either Party of any one or more of such rights shall

not preclude the exercise by it, at the same or different times, of any other right or remedy for any other Default by the other Party.

21. **Cooperation and Alternative Dispute Resolution**.

21.1. **Representatives**. To further the cooperation of the Parties in implementing this Agreement, the City and Ambiente each shall designate and appoint a representative to act as a liaison between the City and its various departments and Ambiente. The initial representative for the City shall be its Director of Community Development as designated by the City Manager from time to time (the "City Representative") and the initial representative for Ambiente shall be its Project Manager, as identified by Ambiente from time to time (the "Ambiente Representative"). The City and the Ambiente Representatives shall be available at all reasonable times to discuss and review the performance of the Parties and the development of the Canopy Walk.

21.2. **Impasse**. If at any time Ambiente believes an impasse has been reached with the City staff on any issue affecting the Canopy Walk which is not an Event of Default, Ambiente shall have the right to immediately appeal to the City Representative for an expedited decision pursuant to this Section 21.2. If the issue on which an impasse is reached is an issue where a final decision can be reached by the City staff, the City Representative shall give Ambiente a final administrative decision within seven (7) business days after Ambiente's request for an expedited decision. Both the City and Ambiente agree to continue to use reasonable good faith efforts to resolve any impasse pending such expedited decision.

21.3. **Status Statements.** Any Party (the "Requesting Party") may, at any time, and from time to time, deliver written notice to any other Party requesting such other Party (the "Providing Party") to provide in writing that, to the knowledge of the Providing Party, (a) this Agreement is in full force and effect and a binding obligation of the Parties, (b) this Agreement has not been amended or modified either orally or in writing, and if so amended, identifying the amendments, and (c) the Requesting Party is not in default in the performance of its obligations under this Agreement, or if in default, to describe therein the nature and amount of any such defaults (a "Status Statement"). A Providing Party receiving a request hereunder shall execute and return such Status Statement within fifteen (15) calendar days following the receipt thereof. The City acknowledges that a Status Statement hereunder may be relied upon by transferees and mortgagees. The City shall have no liability for monetary damages to Ambiente, or any transferee or mortgagee, or any other person in connection with, resulting from or based upon the issuance of any Status Statement hereunder.

21.4. **Development Rights**. Except as otherwise permitted pursuant to Arizona Revised Statutes Section 9-462.01(E), the City agrees that, without limiting any other deemed or vested development rights, for a period of two (2) years from the effective date of this Agreement, Ambiente and its successors and assigns shall have vested rights to develop and use the Property in accordance with the Approvals and shall be deemed to have the right to develop the Property in accordance with the Project application, subject to required administrative Approvals (the "Development Period"). If the Ambiente obtains a time extension for the approved application from the City pursuant to Section 8.3(H) of the Sedona Land Development Code, the Development Period shall be automatically extended consistent with the terms of the time extension.

22. **Miscellaneous**.

22.1. **Termination for Conflict of Interest**. Pursuant to A.R.S. § 38-511, the City may cancel this Agreement, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the City is, at any time while the Agreement or any extension of the Agreement is in effect, an employee or agent of any other Party to the Agreement in any capacity or a consultant to any other Party of the Agreement with respect to the subject matter of the Agreement.

22.2. **Notices**. All notices required or permitted under this Agreement shall be in writing and delivered by certified mail and email to the Parties at the following addresses or at such other addresses as the Parties may designate in writing:

If to Ambiente:

Dutchman's Cove, LLC
c/o Michael Stevenson
900 W State Rte 89A
Sedona, AZ 86336
safarimjs@gmail.com

With a copy to:

Boyle, Pecharich, Cline, Whittington & Stallings, PLLC
c/o Stephen W. Polk, Esq.
125 N. Granite St
Prescott, AZ 86301
spolk@bpcws.com

If to City:

City of Sedona

c/o Anette Spickard, City Manager
102 Roadrunner Dr #106
Sedona, AZ 86336
ASpickard@sedonaaz.gov

With a copy to:

City of Sedona
c/o Kurt Christianson, City Attorney
102 Roadrunner Dr #106
Sedona, AZ 86336
KChristianson@sedonaaz.gov

22.3. **Time of Essence**. Time is of the essence of this Agreement and each of its provisions

22.4. **Entire Agreement**. This Agreement, including exhibits, represents the entire agreement between the Parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

22.5. **Headings**. The descriptive headings of the Paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

22.6. **Amendment**. No change or addition is to be made to this Agreement except by written amendment executed by the City and Ambiente. Within ten (10) days after any amendment to this Agreement, such amendment shall be recorded in the Official Records of Coconino County, Arizona.

22.7. **Good Faith of Parties**. Except where any matter is expressly stated to be in the sole discretion of a Party, in performance of this Agreement or in considering any requested extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily or capriciously and will not unreasonably withhold, delay or condition any requested approval, acknowledgment or consent.

22.8. **Survival**. In addition to the other provisions identified in this Agreement as surviving the termination of this Agreement, the indemnifications provisions of this Agreement shall survive the execution and delivery of this Agreement, the closing of any transaction contemplated herein, and the rescission, cancellation, expiration or termination of this Agreement upon the terms and for the period set forth in each respective Section.

22.9. **Nonliability of City Officials**. No City Council member, official, representative, agent, attorney or employee of the City shall be personally liable to Ambiente, or to any successor in interest to Ambiente, in the event of any Default or breach by

the City or for any amount which may become due to Ambiente or its successors, or with respect to any obligation of the City under the terms of this Agreement.

22.10. **Construction**. The terms and provisions of this Agreement represent the results of negotiations between the Parties, each of which has been or has had the opportunity to be represented by counsel of its own choosing, and none of which has acted under any duress or compulsion, whether legal, economic or otherwise. Consequently, the terms and provisions of this Agreement shall be interpreted and construed in accordance with their usual and customary meanings, and each Party hereby waives the application of any rule of law which would otherwise be applicable in connection with the interpretation and construction of this Agreement that ambiguous or conflicting terms or provisions contained in this Agreement shall be interpreted or construed against the Party who prepared or whose attorney prepared the executed Agreement or any earlier draft of the same.

22.11. **Limited Severability.** In the event that any provision of this Agreement is declared invalid, illegal, void or unenforceable (or is construed as requiring the City to do any act in violation of any applicable laws, constitutional provision, law, regulation or City code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect. Should a court of competent jurisdiction or any administrative agency with oversight authority determine that any part of this Agreement is contrary to established Federal, State and City laws applicable to the respective responsibilities of the Parties as described herein, this Agreement, and any part thereto that is in conflict with said laws, shall be modified upon mutual agreement of the Parties in order to bring the Agreement into full legal compliance.

22.12. **Governing Law**. This Agreement shall be governed by the laws of the State of Arizona.

22.13. **Covenants Running With Land; Inurement; Assignment**. The covenants, conditions, terms and provisions of this Agreement relating to use of the Property shall run with the Property and shall be binding upon, and shall inure to the benefit of the Parties and their respective permitted successors and assigns with respect to the Property. Wherever the term "Party" or the name of any particular Party is used in this Agreement such term shall include any such Party's permitted successors and assigns. Ambiente may assign all of its rights, obligations and benefits under this Agreement to another party pursuant to written agreement with assignee; provided that Ambiente shall provide the City written notice of such assignment.

22.14. **No Third-Party Beneficiaries**. Nothing in this Agreement creates rights in favor of any third parties.

22.15. **Exhibits and Recitals.** Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof.

22.16. **Counterparts**. This Agreement may be executed in counterparts, each of which shall constitute an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

22.17. **Further Acts.** Each of the Parties shall promptly and expeditiously execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the intent and purposes of this Agreement or confirm the status of: (a) this Agreement as in full force and effect; and (b) the performance of the obligations under this Agreement at any time.

22.18. **Recordation**. Within ten (10) days after execution, the City shall record this Agreement in the Official Records of Coconino County, Arizona.

22.19. **Consents and Approvals**. Wherever this Agreement requires or permits the consent or approval of a Party to any act, document, use or other matter, such consent or approval shall be given or denied by such Party in its reasonable discretion, unless this Agreement expressly provides otherwise.

22.20. **No Agency Created**. Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and Ambiente. No term or provision of this Agreement is intended to be for the benefit of any person, firm, organization or corporation not a party hereto, and no other person, firm, organization or corporation may have any right or cause of action hereunder.

22.21. **Recreational Use Immunity**. The Parties acknowledge and agree that the Canopy Walk is being established and maintained for the purpose of providing recreational use to the public. Accordingly, the Parties intend that the protections afforded under A.R.S. § 33-1551 shall apply to the fullest extent permitted by law. Nothing in this Agreement shall be construed to limit or waive any statutory immunity or defense available to either Party under A.R.S. § 33-1551 or otherwise, including but not limited to immunity from liability to recreational users or educational users, except upon a showing of willful, malicious, or grossly negligent conduct that is a direct cause of injury, as specified in the statute. Furthermore, the Parties expressly state that the Canopy Walk is not intended for use as a transportation corridor or for commuting purposes. Its function is to provide a recreational experience. This

clarification is made to ensure that the recreational use immunity under A.R.S. § 33-1551 is preserved.

22.22. **Indemnification.** To the fullest extent permitted by law, Ambiente will indemnify, defend and hold harmless the City, and each council member, officers, boards, commissions, officials, employee or agent thereof (collectively the CITY and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of Ambiente, its officers, employees, agents or any tier of Ambiente's contractors or subcontractors in connection with the design, construction, maintenance, and operation of the Canopy Walk.

To the fullest extent permitted by law, the City will indemnify, defend and hold harmless Ambiente, and each of its officers, directors, members, managers, employees, or agents (collectively, Ambiente and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), to the extent that such Claims (or actions in respect thereof) relate to, arise out of, or are caused by, or in connection with the negligent acts or omissions, recklessness or intentional misconduct of the City, its officers, employees, agents, or any tier of the City's contractors or subcontractors in connection with the design, construction, maintenance, and operation of the Creek Walk.

22.23. **Attorney's Fees; Jury Trial Waiver.** The Parties hereto expressly covenant and agree that in the event of litigation arising from this Lease, neither party shall be entitled to an award of attorney fees, either pursuant to contract, State or Federal statute, court rule, case law, or common law. The parties agree that any judicial action brought to enforce the terms or conditions of this Agreement shall be brought in a court of competent jurisdiction in Coconino County, Arizona. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising out of this Agreement or the subject matter thereof and consent to a trial to the court.

[Signature page follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

CITY:

The City of Sedona, an Arizona municipal corporation

By:_____
Name: Scott Jablow
Title: Mayor

Attest:

_____
Name: JoAnne Cook
Title: City Clerk

Approved as to form:

_____
Name: Kurt Christianson
Title: City Attorney

AMBIENTE:

Dutchman's Cove LLC, an Arizona limited liability company

By:_____
Name: Jennifer May
Title: Manager

STATE OF ARIZONA)
)
County of Yavapai)

The foregoing instrument was acknowledged before me this _____ day of _____ 2024, by Jennifer May, the Manager of Dutchman's Cove LLC, an Arizona limited liability company dba Ambiente Creekside.

_____
Notary Public

My Commission Expires: _____

SCHEDULE OF EXHIBITS

Exhibit A – Legal Description of the Property

Exhibit B – Project Conceptual Plan

Exhibit C – Creek Walk Map

Exhibit D – Declaration of Partial Abandonment of Easements

DRAFT

Exhibit A
Legal Description of the Property

EXHIBIT A
LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF COCONINO, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

Parcel No. 1 (401-08-002A)

A parcel of land in the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

BEGINNING at the Northeast corner of the Southwest quarter of the Northeast quarter of the Northeast quarter of the Northwest quarter, of said Section 8;

thence South 00° 58’ 45” East, a distance of 333.55 feet to the Southeast corner of said Southwest quarter of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 8;

thence South 89° 20’ 42” West, a distance of 325.38 feet to the Southwest corner of said Southwest quarter of the Northeast quarter of the Northeast quarter of the Northwest quarter of said Section 8;

thence South 00° 50’ 56” East, a distance of 665.72 feet to the Southeast corner of the Southwest quarter of the Northeast quarter of the Northwest quarter, of said Section 8;

thence continuing South 00° 50’ 56” East, a distance of 104.48 feet to the Northeast corner of the parcel of land described in Docket 1375, page 865;

thence South 89° 34’ 57” West, a distance of 290.20 feet to the Northwest corner of last said parcel;

thence North 33° 47’ 57” East, a distance of 53.80 feet to the most Easterly corner of the parcel of land described in Docket 1563, page 391;

thence North 63° 11’ 53” West, a distance of 108.86 feet to the most Southerly corner of the parcel of land described in Docket 683, page 559;

thence North 24° 52’ 13” East, a distance of 305.80 feet to the most Easterly corner of last said parcel;

thence North 51° 22’ 47” West, a distance of 204.59 feet to the most Northerly corner of last said parcel and a point on the Southeasterly right-of-way of U.S. Highway 89-A;

thence along said right-of-way of the following courses and distances:

thence along the arc of a curve in a Northeasterly direction, said curve being concave to the Northwest, having a radius of 640.00 feet, arc length of 95.92 feet, central angle of 08° 35’ 15", a chord bearing of North 36° 21’ 51" East, to Highway Sta. 95+00, 40.00 feet right;

thence South 56° 06’ 16" East, along a non-tangent line, a distance of 40.00 feet to Highway Sta. 95+00, 80.00 feet right;

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EXHIBIT A
(Continued)

thence along the arc of a non-tangent curve in a Northeasterly direction, said curve being concave to the Northwest, having a radius of 680.00 feet, arc length of 4.81 feet, central angle of 00° 24’ 18”, a chord bearing of North 33° 41’ 35" East, to C.S. Sta. 95+04,24, 80.00 feet right;

thence along an offset line, 80.00 feet from the centerline spiral said offset line having a chord bearing of North 29° 23’ 20” East, a distance of 139.55 feet to S.T. Sta. 96+35.14 BK and Sta. 96+34.79 AHD., 80.00 feet right;

thence North 27° 14’ 26” East, a distance of 165.21 feet to Sta. 98+00, 80.00 feet right; .

thence North 62° 45’ 34" West, a distance of 14.00 feet to Sta. 98+00, 66.00 feet right; .

thence North 27° 14’ 26” East, a distance of 112.46 feet to the Southwest corner of the parcel of land described in Docket 1601, page 70;

thence leaving said right-of-way, South 62° 45’ 34” East, a distance of 35.00 feet to the Southeast corner of last said parcel;

thence North 27° 14’ 26” East, a distance of 50.00 feet to the Northeast corner of last said parcel;

thence North 62° 45’ 34” West, a distance of 35.00 feet to the Northwest corner of last said parcel and to said Southeasterly right-of-way;

thence North 27° 14’ 26” East, along said right-of-way, a distance of 87.36 feet to Sta. 100+50, 66.00 feet right;

thence North 62° 45’ 34” West, along said right-of-way, a distance of 33.00 feet to Sta. 100+50, 33 feet right;

thence North 27° 14’ 26” East, a long said right-of-way, a distance of 41.18 feet to the North line of the Southeast quarter of the Northwest quarter of the Northeast quarter of the Northwest quarter of said Section 8;

thence North 89° 13’ 22" East, a distance of 366.08 feet to the TRUE POINT OF BEGINNING.

Parcel No. 2 (401-08-006A)

A Tract of land in the Northeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, BEGINNING at Corner No.1 which is a point on the East right of way line of 89A that lies North 30° 53’ 52” East, 1236.88 feet (which point is the PC on the centerline of 89A at Station 1146 +38.6);

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EXHIBIT A
(Continued)

Thence North 51° 7’ East, 785 feet;

Thence South 38° 43’ East, 40 feet from the West ½ corner of Section 8;

Thence North 51° 17’ East, 180.6 feet to Corner No. 2 which is a concrete highway marker at Station 1156+04.2 which is part of curvature;

Thence North 48° 22’ East, a cord distance of 168.5 feet on a spiraled curve to the left to Corner No. 3;

Thence South 51° 43’ East, 203.65 feet to Corner No. 4;

Thence South 24° 32’ West, 305.80 feet to Corner No. 5;

Thence North 63° 28’ West, 290.50 feet to Corner No. 6;

Thence North 38° 43’ West, 63.70 feet to the POINT OF BEGINNING;

EXCEPTING therefrom that portion conveyed to the City of Sedona in Document No. 3872373, records of Coconino County, Arizona described as follows:

That portion of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

Commencing at Bureau of Land Management brass cap in a hand hole marking the West quarter corner of said Section 8, from which a brass cap in asphalt 2 inches below grade marking the Northwest corner of said Section 8 bears North 0°28’11” West a distance of 2629.66 feet;

Thence North 40°49’53” East, a distance of 2018.63 feet to the Southeasterly right of way of SR89A and to the POINT OF BEGINNING, said point being North 51°22'11" East, a distance of 324.72 feet from a found nail in concrete with a tag marked “LS 29263” marking the Northwesterly corner of Parcel 2 as described in Document No. 3596392, records of Coconino County, Arizona;

Thence along said Southeasterly right of way, North 51°22’11” East, a distance of 146.29 feet to the point of curvature of a spiral curve;

Thence along the right of way, along said spiral curve whose chord bears North 51°17’33” East, a distance of 25.34 feet;

Thence leaving said right of way south 11°35’06” West, a distance of 74.80 feet to a point on a non-tangent curve to the right having a radius of 65.00 feet, a central angle of 77°33’52” and a chord that bears South 59°39’36” West 81.43 feet;

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EXHIBIT A
(Continued)

Thence along the arc of said curve a distance of 87.99 feet;

Thence North 81° 33' 28" west, a distance of 49.29 feet to the southeasterly right of way of SR89A and to the POINT OF BEGINNING.

Parcel No. 3 (401-09-001A)

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, describes as follows:

COMMENCING at the West quarter corner of said Section 8; thence along the West line of said Section 8, North 0°33'30" East, 999.8 feet; thence South 89°27' East, 1426 feet to the POINT OF BEGINNING for the herein described Tract, being also the POINT OF BEGINNING for Parcel 1 of Cove Enterprises, Inc. property;

thence along the Westerly and Northerly lines of said Parcel 1, North 28°00' East, 113.0 feet;

thence North 62°00' East, 107.0 feet;

thence North 34°13' East, 100.0 feet;

thence East 280.0 feet to the East line of the West half of the East half of said Northwest quarter of Section 8;

thence Southwesterly in a straight line to a point that bears South 64°00' East, 370 feet from the POINT OF BEGINNING;

thence North 64°00' West, 370 feet to the POINT OF BEGINNING.

Parcel No. 4 (401-09-001B)

A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:

COMMENCING at the West quarter corner of said Section 8, then along the West line of said Section 8, North 0°33'30" East, 999.8 feet;

thence South 89°27' East, 1465 feet to the POINT OF BEGINNING for the description of Parcel 1 of Cove Enterprises, Inc. property;

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EXHIBIT A
(Continued)

thence South 64°00’ East, 175 feet;

thence South 26°00’ West, 125 feet;

thence North 64°00’ West, 175 feet to the westerly line of said Cove Enterprises Inc. property;

thence along said property line, North 26°00’ East, 125 feet to the POINT OF BEGINNING.

Parcel No. 5 (401-09-001C)

A tract of land in the Southeast quarter of the Northwest quarter Section 8, Township 17 North, Range 6 East of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

COMMENCING at the West quarter corner of said Section 8; thence North 0°33’30” East, 999.8 feet along the West line of said Section 8; thence South 89°27’ East, 1465 feet to the POINT OF BEGINNING.

thence North 38°00’ East, 113.0 feet;

thence North 62°00’ East, 107.0 feet;

thence North 34°13’ East, 100.0 feet;

thence East, 280.0 feet to the East line of the West half of the East half of the Northwest quarter of Section 8;

thence South, 560 feet more or less along said East line to the Southeast corner of the Southeast quarter of the Northwest quarter of the Southeast quarter of the Northwest quarter of Section 8;

thence West 330.0 feet more or less to the Southeast corner of the Southeast quarter of the Northwest quarter of the Southeast quarter of the Northwest quarter of said Section 8;

thence South 108 feet;

thence West 257.9 feet;

thence North 264.0 feet;

thence North 26°00’ East, 200.0 feet to the POINT OF BEGINNING;

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EXHIBIT A
(Continued)

EXCEPTING THEREFROM the following described parcels:
Parcel A
A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:
COMMENCING at the West quarter corner of said Section 8; thence North 0°33'30" East, 999.8 feet along the West line of said Section 8;
thence South 89°27' East, 1465 feet;
thence South 26°00' West, 200 feet;
thence South 115 feet to the POINT OF BEGINNING;
thence South 149 feet;
thence East 60 feet;
thence North 119 feet;
thence North 62°00' West, 67.1 feet to the POINT OF BEGINNING.
Parcel B
A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, described as follows:
COMMENCING at the West quarter corner of said Section 8, then along the West line of said Section 8, North 0°33'30" East, 999.8 feet;
thence South 89°27' East, 1465 feet to the POINT OF BEGINNING for the description of Parcel 1 of Cove Enterprises, Inc. property;
thence South 64°00' East, 175 feet;
thence South 26°00' West, 125 feet;
thence North 64°00' West, 175 feet to the westerly line of said Cove Enterprises Inc. property;
thence along said property line, North 26°00' East, 125 feet to the POINT OF BEGINNING.
Parcel C
A tract of land in the Southeast quarter of the Northwest quarter of Section 8, Township 17 North, Range 6 East, Gila and Salt River Base and Meridian, Coconino County, Arizona, describes as follows:
COMMENCING at the West quarter corner of said Section 8; thence along the West line of said Section 8, North 0°33'30" East, 999.8 feet; thence South 89°27' East, 1426 feet to the POINT OF BEGINNING for the herein described Tract, being also the POINT OF BEGINNING for Parcel 1 of Cove Enterprises, Inc. property;
thence along the Westerly and Northerly lines of said Parcel 1, North 28°00' East, 113.0 feet;
thence North 62°00' East, 107.0 feet;
thence North 34°13' East, 100.0 feet;
thence East 280.0 feet to the East line of the West half of the East half of said Northwest quarter of Section 8;
thence Southwesterly in a straight line to a point that bears South 64°00' East, 370 feet from the POINT OF BEGINNING;
thence North 64°00' West, 370 feet to the POINT OF BEGINNING.

Parcel No. 6 (401-13-059)

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EXHIBIT A
(Continued)

A tract of land in the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Highway 89A, a distance of North 1323.79 feet and East 1067.93 feet from the West quarter corner of said Section 8, said Point of Beginning is also distant along said highway line, North 51° 17’ 00” East, a distance of 119.01 feet from the most Northerly corner of the H.H. Neninger property as described in Book 41 of Official Records, pages 576-577;

thence along the Northeasterly Line of Sedona Art Center property, South 51° 41’ 00” East, (Record South 63° 07’ 13" East) a distance of 143.5 feet and South 53° 18’ 00” East, (Record South 54° 44’ 13” East), a distance of 64.37 feet;

thence leaving said Art Center property South 62° 09’ 00” East, a distance of 289.2 feet to the Northwesterly line of the Arizona Water Company property;

thence along said Northwesterly line, North 37° 03’ 00” East (Record North 38° 00’ 00” East), a distance of 20 feet, and North 61° 13’ 00” East, (Record North 62° 00’ 00” East), a distance of 107 feet and North 33° 26’ 00” East (Record North 34’ 13’ 00” East), a distance of 100 feet;

thence leaving said Arizona Water Company property North 33° 26’ 00” East, a distance of 53.2 feet;

thence North 63° 28’ 00” West, along a Southerly prolongation of, and along the Westerly boundary of that parcel described in Book 50 of Official Records, page 291, a distance of 398.9 feet to the most Easterly corner of the Vue Motel property;

thence along the Vue Motel boundary line, South 30° 36’ 00” West, a distance of 139.97 feet;

thence North 38° 43’ 00” West, a distance of 20 feet;

thence South 31° 37’ 00” West, a distance of 90.7 feet;

thence North 61° 53’ 00” West, a distance of 135.0 feet to a point on the Southeasterly line of Highway 89A;

thence along said Highway, South 51° 17’ 00” West, a distance of 21.35 feet to the POINT OF BEGINNING.

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Exhibit B
Conceptual Plan

PROJECT INFORMATION:

ADDRESS:	520 N. State Route 89A Sedona, Arizona 86336
APN:	401-08-006A
OWNER:	Dutchmans' Cove LLC
ZONING:	CO / RS-18

SITE AREA:

OVERALL PROJECT SITE AREA:	842,448 S.F. (19.34 ACRES)
PARCEL SITE AREA:	
PARCEL 1:	134,942 S.F. (3.10 ACRES)
PARCEL 2:	44,281 S.F. (1.02 ACRES)
PARCEL 3:	39,627 S.F. (0.91 ACRES)
PARCEL 4:	449,356 S.F. (10.32 ACRES)
PARCEL 5:	121,047 S.F. (2.78 ACRES)
PARCEL 6:	53,195 S.F. (1.22 ACRES)

BUILDING AREA CALCULATIONS:

TOTAL BUILDING AREA:			77,315 S.F.
INIDIVIDUAL BUILDING AREA:			
SITE ELEMENT:		AREA:	
ATRIUMS (LODGING):			29,952 S.F.
STANDARD:	816 S.F. X 33 UNITS =	26,928 S.F.	
PREMIUM:	1008 S.F. X 3 UNITS =	3,024 S.F.	
ARRIVAL BUILDING:			9,900 S.F.
ADMINISTRATION:		6,525 S.F.	
MANAGER QUARTERS (2 UNITS):		3,375 S.F.	
RESTAURANT / GROTTO / ORANGERIE:			15,439 S.F.
RESTAURANT / KITCHEN:		8,157 S.F.	
ROOF TERRACE/SOLARIUM:		3,400 S.F.	
FITNESS CENTER (GROTTO LEVEL):		1,732 S.F.	
GROTTO:		2,150 S.F.	
HEALTH SPA:			14,100 S.F.
MAINTENANCE BUILDING (PARTIAL 2-STORY): (INCLUDES 4 UNITS OF STAFF HOUSING)			10,424 S.F.

LODGING UNIT DENSITY:

MAX LODGING UNITS PER PARCEL:	6
LODGING UNITS PROVIDED:	
PARCEL 1:	6-ATRIUMS
PARCEL 2:	6-ATRIUMS
PARCEL 3:	6-ATRIUMS
PARCEL 4:	6-ATRIUMS
PARCEL 5:	6-ATRIUMS
PARCEL 6:	6-ATRIUMS
TOTAL LODGING AREA:	29,952 S.F.

BUILDING LOT COVERAGE:

MAX PERMITTED LOT COVERAGE:	60% IMPERVIOUS / 80% TOTAL
LOT COVERAGE PER PARCEL:	
PARCEL 1:	12.4% BUILDING
PARCEL 2:	7.6% BUILDING
PARCEL 3:	8.9% BUILDING
PARCEL 4:	3.6% BUILDING
PARCEL 5:	8.4% BUILDING
PARCEL 6:	4.9% BUILDING

BUILDING HEIGHT:

MAX PERMITTED HEIGHT:	27' ABOVE NATURAL GRADE WITH ALT. STANDARDS 40' TOTAL AT LOWEST ADJACENT BUILDING EXTERIOR
MAX PROPOSED BUILDING HEIGHTS (SEE HEIGHT TABLES ON BUILDING SHEETS):	
SPA BUILDING:	27' TO RIDGE
ATRIUM (1-STORY):	19' MAX (FIN. FLR. 5' ABOVE NATURAL GRADE)
RESTAURANT BUILDING:	27' (DOES NOT INCLUDE SKYLIGHT)
ARRIVAL BUILDING:	27' TO RIDGE
ADMINISTRATION:	27' TO RIDGE
MAINTENANCE:	27' TO RIDGE

PARKING:

REQUIRED PARKING:	142 SPACES
PROVIDED PARKING:	256 SPACES (ADA PARKING PROVIDED BY VALET)
REQUIRED PARKING PER USE:	
ATRIUMS (LODGING):	1 SPACES PER UNIT + 10% = 40 SPACES
HEALTH SPA (50/50):	24 SPACES (1 SPACE PER 300 S.F.)
RESTAURANT (50/50):	26 SPACES (1 SPACE PER 100 S.F.)
OUTDOOR SEATING (50/50):	8 SPACES (1 SPACE PER 100 S.F.)
BAR/LOUNGE (50/50):	4 SPACES (1 SPACE PER 250 S.F.)
STAFF PARKING:	40 SPACES

Detailed Site Plan - Southwest

Detailed Site Plan - North

Detailed Site Plan - Southeast

PUBLIC CANOPY WALK ACCESS @ OWENSBY WAY ROUNDABOUT

ART BARN RD.

PARKING (94)

LOT 5

PUBLIC CANOPY WALK

STATE ROUTE 89A

PARKING (144)

LOT 1

LOT 6

VIEWING PLATFORM (FUTURE PUBLIC INGRESS/ EGRESS)

PRIVATE CANOPY WALK (NO PUBLIC RIGHT OF ACCESS)

FLOODWAY LINE

MORMON WASH

OAK CREEK

LOT 2

LOT 3

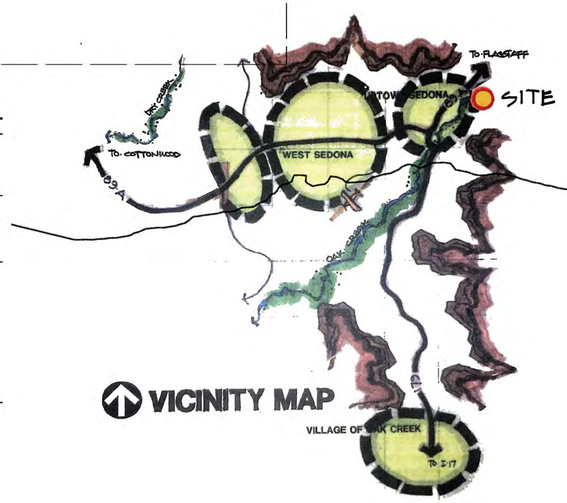
LOT 4

CITY OF SEDONA BOUNDARY

NATIONAL FOREST BOUNDARY

MASTER SITE PLAN

1" = 60'-0"



VICINITY MAP

SHEET INDEX:

	SITE
1	SITE PLAN - 1:60 / PROJECT INFORMATION
2	SITE PLAN - 1:40
3	SITE PLAN - DETAILED - NORTH - 1:20
4	SITE PLAN - DETAILED - SOUTHWEST - 1:20
5	SITE PLAN - DETAILED - SOUTHEAST - 1:20
6	(NOT USED)
7	PRE-EXISTING TOPOGRAPHIC PLAN
	ATRIUMS (LODGING)
8	1 STY UNIT - FLOOR PLANS/ ROOF PLAN / ELEVATIONS/ SECTION
9	1 STY UNIT ALTERNATE - FLOOR PLANS/ ROOF PLAN / ELEVATIONS/ SECTION
	ARRIVAL BUILDING
10	FLOOR PLANS / ROOF PLAN
11	ELEVATIONS / SECTIONS/ HEIGHT PLAN
	RESTAURANT/ BAR / GROTTO
12	1ST FLOOR PLAN / BASEMENT PLAN
13	2ND FLOOR PLAN / ROOF PLAN
14	ELEVATION / SECTION/ HEIGHT PLAN
	HEALTH SPA
15	FLOOR PLANS / ROOF PLAN
16	ELEVATION / SECTION / HEIGHT PLAN
	MAINTENANCE BUILDING / STAFF HOUSING
17	FLOOR PLANS / ROOF PLAN
18	ELEVATION / SECTION / HEIGHT PLAN
	CIVIL ENGINEERING PLANS *(BY OTHERS)*
	ALTA SURVEY
	TOPOGRAPHIC SURVEY
	TREE SURVEY AND INVENTORY
	GRADING CONCEPT PLAN
	UTILITY PLAN
	ADDITIONAL ARCHITECTURAL EXHIBITS (COLOR)
	CIRCULATION PLAN
	COLOR ELEVATIONS / MATERIALS
	ARCHITECTURAL DETAIL
	EXISTING TREE LOCATION PLAN
	PHASING PLAN

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona
Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

ATRIUMS
(STANDARD / PREMIUM UNIT)

ARRIVAL BUILDING/ ADMINISTRATION
(MANAGER'S QUARTERS ABOVE)

RESTAURANT/ GROTTO/ ORANGERIE
(FITNESS CENTER BELOW)

HEALTH SPA

MAINTENANCE BUILDING/ STAFF HOUSING (4)

HISTORIC PUMP HOUSE

HISTORIC JORDAN PUMPHOUSE (TO BE RESTORED)

10' WIDE CANOPY CREEK WALK- min. 10' setback from property line (typ).

PUBLIC CANOPY WALK

EMERGENCY EGRESS STAIR

VIEWING PLATFORM (FUTURE PUBLIC INGRESS/ EGRESS)

VALET PARKING (144)

NATIONAL FOREST

EXISTING SYCAMORE TREES AT PARKING AREA (TYP)

FLOOD WAY LINE

(5)

(4)

(3)

(6)

STAFF HOUSING

service

truck loading (2) 12X60

MAINT. BLDG

HEALTH SPA

SPA COURT

20'

GATEWAY

A

drop off

1st level parking

ATRIUMS

ATRIUMS

ATRIUMS

Pool Area
(FF. = (4250')

POOL

DN TO GROTTO

ORANGERIE

RESTAURANT/

FITNESS CTR.

GROTTO

(2) EXISTING LARGE TREES

ART BARN LANE

GATEWAY

EXISTING TREES AT PARKING AREA (TYP)

10' WIDE X 10'-15' ELEVATED CANOPY CREEK WALK MIN. 13'-6" CLEARANCE AT ALL ROADWAYS AND AUTOMOBILE AREAS

ART BARN RD.

VALET PARKING (94)

10' WIDE CANOPY CREEK WALK

WATER WORKS HISTORIC DISPLAY

DRIVEWAY

PUBLIC CANOPY WALK ACCESS @ QUEENSBY WAY ROUNDABOUT

CONCRETE LANDING

24'

MONUMENT SIGN

20'

20' FIRE LANE

ARRIVAL

ARRIVAL PLAZA

ATRIUMS

TOP OF BLUFF

TOP OF BLUFF

FLOOD WAY LINE

CONCRETE RETAINING WALL

BRIDGE

DUTCHMAN'S HOLE

PRIVATE CANOPY WALK (NO PUBLIC RIGHT OF ACCESS

ELEVATED WALKWAY

EMERGENCY STAIRS

OAK CREEK

BUILDING SETBACK LINE (TYP.)

NATIONAL FOREST/
CITY OF SEDONA BOUNDARY

state route 89a

state route 89a

SITE PLAN

1" = 40'-0"

0 40 80 120

AMBIENTE CREEKSIDE
520 N. State Route 89A
Sedona Arizona

Stephen Thompson Architect. Sedona/Del Mar
Studio@StephenThompsonArchitect.com
C: 928.301.5922 **5/15/2025**

Exhibit C
Creek Walk Map

EXHIBIT C
Overall Creek Walk Plan

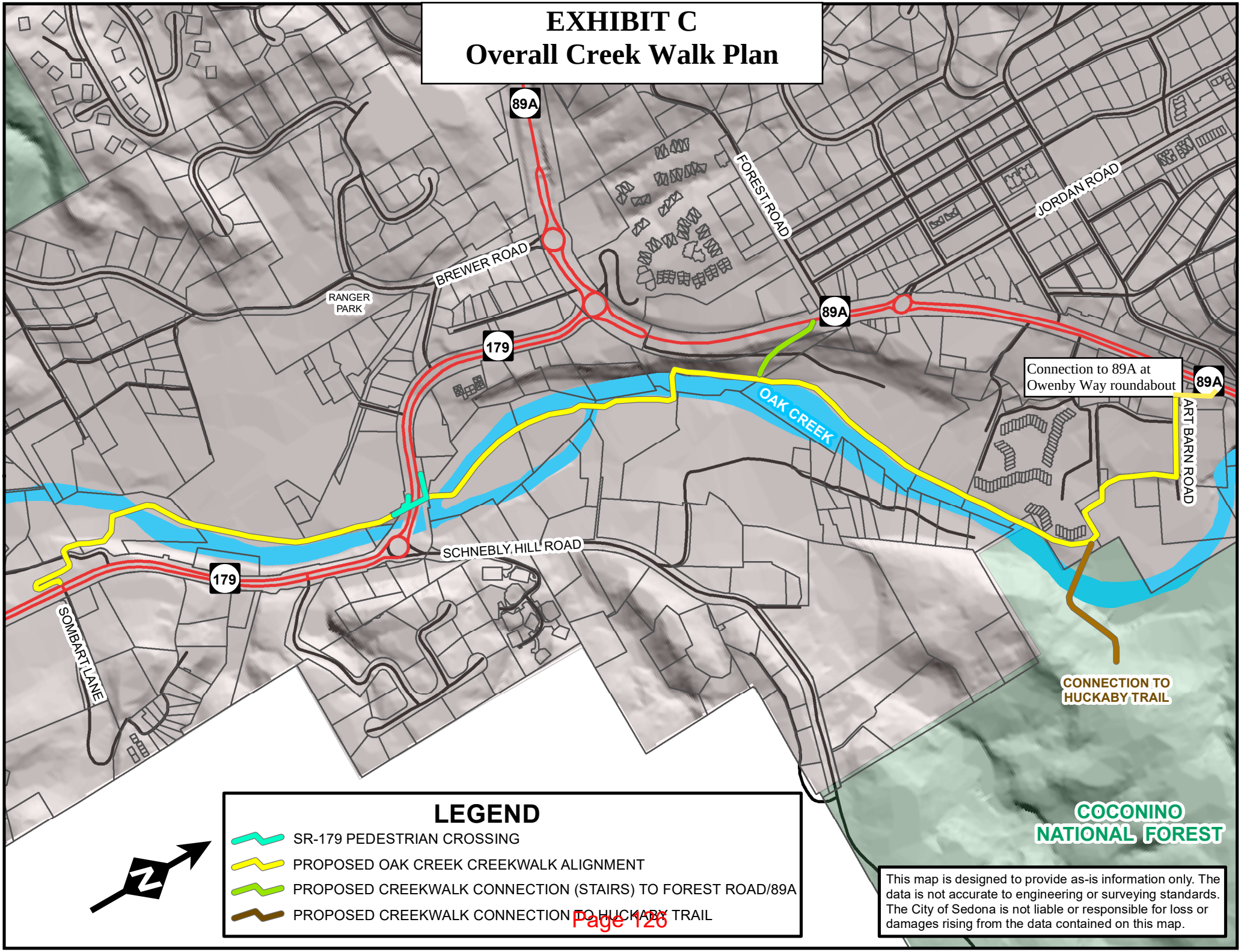


Exhibit D
Declaration of Partial Abandonment of Easements

RECORDING REQUESTED BY
And when recorded, return to:
Stephen W. Polk, Esq.
Boyle, Pecharich, Cline,
Whittington & Stallings, P.L.L.C.

No Affidavit of Value required
Exempt under A.R.S. § 11-1134(A)(2)
Affecting APN 401-13-059

DECLARATION OF PARTIAL ABANDONMENT OF EASEMENTS

DECLARATION OF PARTIAL ABANDONMENT OF EASEMENTS

This Declaration of Partial Abandonment of Easements is made and entered into by **The City of Sedona,** an Arizona municipal corporation, as Grantor, as of the date set forth below.

WHEREAS, the undersigned Grantor is a beneficial holder of those certain easements for sewer lines and ingress and egress purposes, as the case may be, granted, declared, set forth, and recorded at:

Docket 238, Page 206, as recorded July 15, 1965, in the Official Records of Coconino County; and

Docket 254, Page 742, as recorded June 29, 1966, in the Official Records of Coconino County; and

Docket 322, Page 465, as recorded on January 10, 1969, in the Official Records of Coconino County; and

Docket 2047, Page 690, as recorded December 5, 1997, in the Official Records of Coconino County; and

Docket 2108, Page 819, as recorded on November 4, 1998, in the Official Records of Coconino County (collectively, the "Easements").

WHEREAS, Coconino County Assessor's Parcel No. 401-13-059, as legally described in **Exhibit "A"**, is burdened by the Easements.

WHEREAS, Grantor desires to abandon only that portion of the Easements legally described in **Exhibit "B"** attached hereto (the "Abandoned Portion"), and to retain its easement rights and interests with respect to the remainder of the Easements not expressly abandoned herein.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor declares as follows:

1. **Abandonment of Portion of Easement**. Grantor hereby irrevocably abandons, terminates, and relinquishes all right, title, and interest in and to the Abandoned Portion of the Easements, as legally described in **Exhibit "B"** attached hereto and made a part hereof. The Abandoned Portion of the Easements is hereby forever extinguished, null, void, and of no further force or effect as of the date of execution of this Declaration of Partial Abandonment of Easements.

2. **Retention of Remainder**. Grantor expressly reserves, retains, and preserves all of its right, title, and interest in and to every other portion of the Easements not described as the Abandoned Portion.

3. **No Other Modification**. Except as expressly set forth in this Abandonment Portion, the Easements shall remain in full force and effect.

4. **Binding Effect**. This abandonment shall run with the land and be binding upon Grantor and its successors and assigns.

5. **Authority**. The undersigned acknowledge that they are the duly authorized representatives of the City and that they have full authority to execute and deliver this Declaration of Partial Abandonment of Easements on behalf of Grantor.

6. **Governing Law**. This Abandonment shall be governed by and construed in accordance with the laws of the State of Arizona.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Declaration of Partial Abandonment of Easements to be executed as of the date written below.

DATED this _____ day of _____, 2025.

The City of Sedona, an Arizona municipal corporation

By:_____
Name: Scott Jablow
Title: Mayor

Attest:

_____
Name: JoAnne Cook
Title: City Clerk

Approved as to form:

_____
Name: Kurt Christianson
Title: Town Attorney

EXHIBIT A
LEGAL DESCRIPTION OF
BURDENED PARCEL APN 401-13-059

A tract of land in the Northwest quarter of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Base and Meridian, Coconino County, Arizona, more particularly described as follows:

BEGINNING at a point on the Southeasterly line of Highway 89A, a distance of North 1323.79 feet and East 1067.93 feet from the West quarter corner of said Section 8, said Point of Beginning is also distant along said highway line, North 51° 17’ 00” East, a distance of 119.01 feet from the most Northerly corner of the H.H. Neninger property as described in Book 41 of Official Records, pages 576-577;

thence along the Northeasterly Line of Sedona Art Center property, South 51° 41’ 00” East, (Record South 63° 07’ 13" East) a distance of 143.5 feet and South 53° 18’ 00” East, (Record South 54° 44’ 13” East), a distance of 64.37 feet;

thence leaving said Art Center property South 62° 09’ 00” East, a distance of 289.2 feet to the Northwesterly line of the Arizona Water Company property;

thence along said Northwesterly line, North 37° 03’ 00” East (Record North 38° 00’ 00” East), a distance of 20 feet, and North 61° 13’ 00” East, (Record North 62° 00’ 00” East), a distance of 107 feet and North 33° 26’ 00” East (Record North 34’ 13’ 00” East), a distance of 100 feet;

thence leaving said Arizona Water Company property North 33° 26’ 00” East, a distance of 53.2 feet;

thence North 63° 28’ 00” West, along a Southerly prolongation of, and along the Westerly boundary of that parcel described in Book 50 of Official Records, page 291, a distance of 398.9 feet to the most Easterly corner of the Vue Motel property;

thence along the Vue Motel boundary line, South 30° 36’ 00” West, a distance of 139.97 feet;

thence North 38° 43’ 00” West, a distance of 20 feet;

thence South 31° 37’ 00” West, a distance of 90.7 feet;

thence North 61° 53’ 00” West, a distance of 135.0 feet to a point on the Southeasterly line of Highway 89A;

thence along said Highway, South 51° 17’ 00” West, a distance of 21.35 feet to the POINT OF BEGINNING.

EXHIBIT "B"
LEGAL DESCRIPTION OF
ABANDONED PORTION OF THE EASEMENTS

A portion of that certain Easement, of variable width, described as "EXHIBIT A" according to that Special Warranty Deed, recorded as Docket 238, Page 206, records of Coconino County, Arizona, and that certain Special Warranty Deed, recorded as Docket 254, page 742, records of said Coconino County, and that certain Joint Tenancy Deed, recorded as Docket 322, Page 465, records of said Coconino County, being a portion of that certain parcel of land, described as Parcel 2, according to that certain Trustees Deed, recorded as Document Number 3596392, Official Records of said Coconino County, being situated in a portion of the Northwest Quarter (NW1/4) of Section 8, Township 17 North, Range 6 East, of the Gila and Salt River Meridian, City of Sedona, Coconino County, Arizona, said parcel of land being known as Assessor's Parcel Number (APN) 401-13-059, said Easement area being more particularly described as follows:

COMMENCING at a found Bureau of Land Management (B.L.M.) brass capped iron post in a handhole monumenting the West Quarter corner of said Section 8, from which a found aluminum cap stamped "SEC" monumenting the Northwest corner of said Section 8 bears North 00°22'50" West (a measured geodetic bearing and Basis of Bearings for this description), a distance of 2,629.21 feet;

Thence North 00°22'50" West (record North), along the West line of the Northwest Quarter (NW1/4) of said Section 8, a distance of 1,315.11 feet (record 1,323.79 feet), to a calculated point;

Thence North 89°37'10" East (record East), departing from said West line, a distance of 1,077.98 feet (record 1,067.93 feet), to a found concrete nail with brass tag stamped "RLS 42137" monumenting a point on the Southeasterly Right-of-Way line of State Route 89A, as depicted on the Right-of-Way plans for said State Route 89A, according to Arizona Department of Transportation (A.D.O.T.) Project Number 089A CN 375 F0154, Drawing Number D-3-T-714, dated November 17, 2023, being also the Southwesterly corner of said APN 401-13-059;

Thence South 61°54'39" East (record South 61°35'26" East), departing from said Southeasterly Right-of-Way line, along the Southwesterly line of said APN 401-13-059, a distance of 143.73 feet (record 143.77 feet), to a set concrete nail with washer stamped "RLS 37401" monumenting an angle point on said Southwesterly line;

Thence South 53°14'53" East (record South 52°55'40" East), continuing along said Southwesterly line, a distance of 64.42 feet (record 64.44 feet), to a set concrete nail with washer stamped "RLS 37401" monumenting an angle point on said Southwesterly line;

Thence South 62°07'44" East (record South 62°09'00" East), a distance of 289.04 feet (record 289.2 feet), to a found plastic capped rebar with illegible stamping (affixed brass tag stamped "RLS 37401") monumenting the Southeast corner of said APN 401-13-059;

Thence North 37°06'08" East (record North 37°03'00" East), along the Easterly line of said APN 401-13-059, a distance of 15.20 feet, to a point lying 15.00 feet Northeasterly of and parallel with said Southwesterly line of said APN 401-13-059, being the **TRUE POINT OF BEGINNING**;

Thence North 62°07'44" West, along said parallel line, a distance of 20.26 feet, to a point lying 20.00 feet Northwesterly of and parallel with said Southeasterly line of said APN 401-13-059;

Thence North 37°06'08" East, departing from said line being 15.00 feet Northeasterly of and parallel with said Southwesterly line of said APN 401-13-059, along said line being 20.00 feet Northwesterly of and parallel with said Southeasterly line of said APN 401-13-059, distance of 12.17 feet, to a calculated angle point;

Thence North 61°10'43" East, along said line being 20.00 feet Northwesterly of and parallel with said Southeasterly line, a distance of 106.38 feet, to a calculated angle point;

Thence North 33°23'58" East, continuing along said parallel line, a distance of 146.46 feet, to a calculated point on the Northeasterly line of said APN 401-13-059;

Thence South 63°33'03" East (record South 63°28'00" East), along said Northeasterly line of said APN 401-13-059, a distance of 20.15 feet, to a calculated point in Oak Creek being the Northeast corner of said APN 401-13-059;

Thence South 33°23'58" West (record South 33°26'00" West), along the Southeasterly line of said APN 401-13-059, a distance of 153.85 feet (record 153.2 feet), to a set plastic capped rebar stamped “RLS 37401” monumenting an angle point on said Southeasterly line;

Thence South 61°10'43" West (record South 62°00'00" West), continuing along said Southeasterly line, a distance of 107.06 feet (record 107 feet), to a found plastic capped rebar stamped “RLS 14184” monumenting an angle point on said Southeasterly line;

Thence South 37°06'08" West (record South 37°03'00" West), a distance of 4.65 feet, to the **TRUE POINT OF BEGINNING**.

Containing 5,305.80 square feet or 0.122 acres, more or less.

2025/02/04
LE #1807-01
1807-01 AMBIENTE ESMT ABANDONMENT Rev1.docx

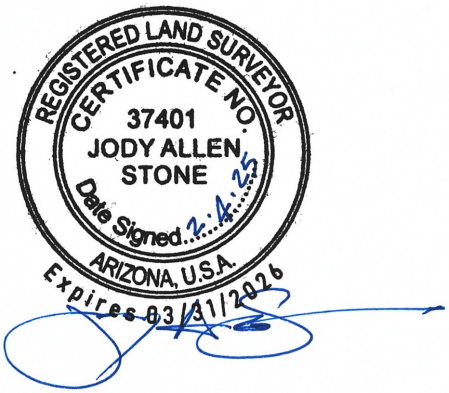
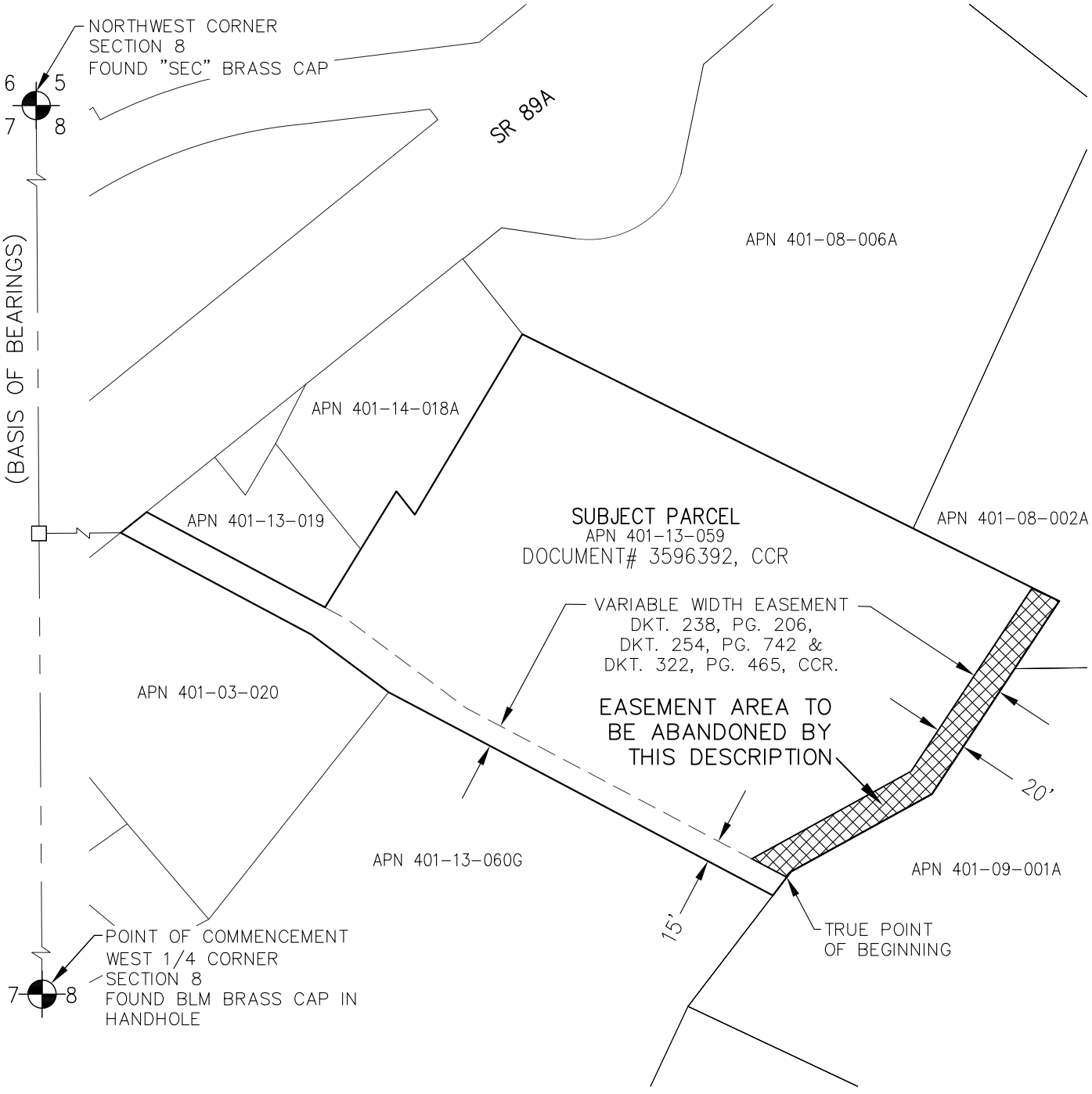


EXHIBIT TO ACCOMPANY
LEGAL DESCRIPTION

SITUATED IN THE NORTHWEST QUARTER (NW1/4) SECTION 8,
T17N – R6E, G.&S.R.M.,
COCONINO COUNTY, AZ.



LE# 1807-01 EASEMENT ABANDONMENT EXHIBIT REV1